

**\*USAREUR Regulation 405-8**  
**\*USAFE Instruction 32-9005**

**Real Estate**

**Acquiring, Managing, and Disposing of Real Estate in Germany**

**3 June 2002**

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**\*This publication supersedes USAREUR Regulation 405-8/USAFE Regulation 87-2, 15 August 1985, and rescinds AE Form 1204.**

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**Summary.** This publication explains how the U.S. Forces acquire, manage, and dispose of real estate in Germany.

**Summary of Change.** This revision updates procedures for acquiring, managing, and disposing of real estate in Germany.

**Applicability.** This publication applies to--

- USAREUR and USAFE elements in Germany.
- Elements in Germany supported by USAREUR and USAFE.

**Supplementation.** Commanders will not supplement this publication without CG, USAREUR/7A (AEAEN-RE), approval.

**Forms.** This publication prescribes AE Form 405-8A-R (Disposal of Real Estate) and AE Form 405-8B-R (Receipt for U.S. (Dollar and Euro) Improvements in Real Estate Released to Germany (Public Property)). USAREUR and higher-level forms (printed and electronic) are available through the USAREUR Publications System (UPUBS).

**Records Management.** Records created as a result of processes prescribed by this publication will be identified, maintained, and disposed of by--

- USAREUR units according to AR 25-400-2. File numbers and descriptions are available on the United States Army Records Management and Declassification Agency website at <http://www.rmda.belvoir.army.mil>.
- USAFE units according to Air Force Manual 37-139.

**Suggested Improvements.** The proponent of this publication is the Office of the Deputy Chief of Staff, Engineer, HQ USAREUR/7A (AEAEN-RE, 370-8885). Users may suggest improvements to this publication by sending a DA Form 2028 (Recommended Changes to Publications and Blank Forms) to the Commander, USAREUR/7A, ATTN: AEAEN-RE, Unit 29351, APO AE 09014.

**Distribution.** B (UPUBS). This publication is available only in electronic format.

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## SECTION I

### INTRODUCTION

#### 1. PURPOSE

This publication prescribes policy and procedures for acquiring, managing, and disposing of real estate in Germany.

#### 2. REFERENCES

Appendix A lists references.

#### 3. EXPLANATION OF ABBREVIATIONS AND TERMS

The glossary defines abbreviations and terms used in this publication.

#### 4. RESPONSIBILITIES

a. USAREUR Regulation 405-5 defines the responsibilities of commanders associated with acquiring, managing, and disposing of real estate in USAREUR. Responsible commanders are as follows:

(1) **USAREUR:** Area support group (ASG) commanders through base support battalion (BSB) commanders and BSB directors of public works (DPWs) in Germany.

(2) **USAFE:** Commanders designated by the Commanding General (CG), USAFE.

b. The Real Estate Directorate, Office of the Deputy Chief of Staff, Engineer (ODCSENGR), HQ USAREUR/7A, provides real estate acquisition, disposal, and related services for USAREUR and USAREUR-supported elements according to USAREUR Regulation 405-5. The Real Estate Directorate, through its real estate field offices (REFOs) and designated real estate contracting officers (RECOs), is the only USAREUR element authorized to negotiate the acquisition, disposal, and exchange of U.S. Army real estate with German authorities.

c. The Deputy Chief of Staff, Engineering, USAFE, prescribes responsibilities for real estate services on USAFE installations.

## **5. INTERNATIONAL AGREEMENTS**

Real estate operations in Germany are affected by--

a. Basic international agreements, including the NATO Status of Forces Agreement (SOFA) and the Revised Supplementary Agreement (SA) to the NATO SOFA.

b. Technical arrangements between the German Government and U.S. Forces, including--

(1) The U.S.-German Technical Arrangements of 11 March 1957, Leasing of Accommodations to Meet the Requirements of the U.S. Forces and Their Members. Appendix B provides procedures for acquiring and administering real estate under these arrangements.

(2) The U.S.-German Technical Arrangements of 23 February 1962, Leasing of Accommodations in Conjunction with the Federal Republic's Final Release Program. Appendix C provides procedures for administering real estate under these arrangements.

c. Administrative agreements and implementing arrangements, including--

(1) The U.S.-German Implementing Arrangement of 10 May 1962 for settling claims over damages to properties occupied by U.S. Forces under the U.S.-German Technical Arrangements of 11 March 1957.

(2) The administrative agreement concerning the conclusion of agreements (*Überlassungsvereinbarungen*) according to the NATO SOFA SA, Article 48, paragraph 3(a) and (b), for accommodations that may be used free of charge under Article 63, paragraph 4(a). (This agreement was concluded between 3 July and 2 August 1967 between the American Embassy and German officials.)

(3) The administrative agreement of 30 October and 30 November 1987 on concluding agreements for using German State-owned accommodations under the NATO SOFA SA, Article 48, paragraph (3).

(4) The special agreement implementing paragraph 6(e) of the U.S.-German Technical Arrangements of 23 February 1962.

(5) The agreement of 5 November 1970 concerning the financial obligation of U.S. Forces associated with concluding contracts for U.S. use of forested areas for defense purposes.

(6) The agreement of 21 May 1969 on procedures for determining requisition damages with regard to privately owned properties acquired by Germany after 31 December 1964.

(7) The administrative agreement of 16 January 1971 on the notification of accommodation requirements and processing these requirements under the NATO SOFA SA, Articles 48 and 53.

(8) The agreement of 15 May and 6 June 1968 on acquiring real estate in Germany under wartime conditions.

(9) The agreement of 14 and 27 March 1973 on transferring designated U.S. facilities to the German Armed Forces during wartime.

(10) The agreement of 1 December 1965 on safeguarding the interests of the U.S. Forces in compensation proceedings according to the German Restricted Areas Law.

(11) The agreement of 16 June 1967 on turning over and disposing of movable property purchased with deutsche mark (DM) occupation and mandatory expenditure or support (OMS) funds and the removal of this property from German territory.

## **SECTION II ACQUISITION**

### **6. GENERAL**

Real estate requirements in Germany are met according to the NATO SOFA SA and applicable administrative and implementing arrangements.

- a. Real estate owned by the German Federal Government or a German State usually is provided to the U.S. Forces rent-free under consignment agreements.
- b. Private and community property is leased by the German authorities from the owner or community and made available for use by the U.S. Forces under a real property obligation document (RPOD).
- c. The U.S. Forces must send an accommodation program request (APR) to the German Federal Ministry of Defense for new real estate requirements.
- d. If the real estate of another military department can meet the requirements of the U.S. Forces, the property will be acquired by interdepartmental transfer.

### **7. DETERMINING REAL ESTATE NEEDS**

When new real estate is needed, USAREUR and USAFE commanders will determine if the requirement can be met by using U.S. Forces-controlled facilities.

- a. If U.S. Forces-controlled facilities cannot meet the requirement, the commander will define the real estate requirement and confirm that real estate must be acquired for mission accomplishment. The commander will use military construction or property owned by the German Federal Government or a German State to meet long-term needs when possible.
- b. Requests for real estate will not exceed the amounts allowed by applicable space-utilization and planning criteria.

### **8. ACCOMMODATION PROGRAM REQUEST PROCEDURES**

- a. USAREUR and USAREUR-supported agencies will submit real estate requirements to the servicing BSB DPW. If a requirement can be met only through a new acquisition, the DPW will prepare and process an APR through the BSB commander and the ASG DPW to the Commander, USAREUR/7A, ATTN: AEAEN-RE, Unit 29351, APO AE 09014, for approval and submission to the German authorities. Appendix D provides the format for APRs.

**NOTE:** For requirements of USAFE and USAFE-supported elements, the responsible USAFE commander will submit an APR to the CG, USAFE (CEPR). If the CG, USAFE, determines that a requirement is valid, the APR will be sent to the CG, USAREUR/7A, for submission to the German authorities.

- b. USAREUR Supplement 1 to AR 210-50 provides USAREUR policy, criteria, and provisions governing the leasing of family housing. USAREUR commanders do not need to process APRs for additional leased family housing. The CG, USAREUR/7A (AEAEN-RE), will prepare an APR based on the requirements identified in the USAREUR Family Housing Action Plan.
- c. Commanders will not process APRs to purchase or acquire easements for German public roads. Easements may be requested for access roads leading to installations such as remote communication sites or observation points if the U.S. Forces have special maintenance requirements. Paragraph 10c provides information on easements.

## 9. SITE SELECTION AND ENTRY RIGHTS

a. When a new installation or facility is required or an existing facility must be expanded in USAREUR, the requiring service or agency and the BSB commander will establish a site selection board to select the areas needed. The board will identify a particular property for site-specific APRs, or select property that can meet the requirements of approved, nonsite-specific APRs. The Director, Real Estate, ODCSENGR, or a designated REFO will advise the site selection board on USAREUR requirements.

b. Before surveying property under consideration, the senior member of the USAREUR site selection board will send a request to the Director, Real Estate, ODCSENGR, to obtain the required entry rights to the property from the *Bundesvermögensamt* (German Federal Assets Office) (FAO). Requests will be sent to the Commander, USAREUR/7A, ATTN: AEAEN-RE, Unit 29351, APO AE 09014, with at least the following information:

- (1) The purpose of the survey.
- (2) Number of personnel making the survey.
- (3) Equipment to be used in the survey.
- (4) Number and types of vehicles involved in the survey.
- (5) Dates and duration of the survey.
- (6) A description of the tests to be done on the site (if applicable).

**NOTE:** In USAFE, the Deputy Chief of Staff, Engineering, will direct site selection and entry rights actions. The base commander or designee, as directed by the Deputy Chief of Staff, Engineering, will send requests according to b above.

c. After the site selection board completes its report, the BSB commander will include the selected site in the site-specific APR or notify the REFO of selected property suitable to meet a nonsite-specific APR.

## 10. ACQUISITION PROCEDURES

**a. General.** Real estate will be acquired and occupied only as approved by the CG, USAREUR/7A (AEAEN-RE), or the CG, USAFE. Property will not be occupied until the responsible RECO has completed formal documentation and the property is assigned to the requesting agency. Temporary occupancy of land under a valid maneuver-rights authorization obtained according to USAREUR Regulation 350-22 is permitted.

**b. Interdepartmental Transfers.** Excess real estate belonging to one component of the U.S. Forces may be used to meet the real estate needs of another component. Interdepartmental transfers will be used to acquire excess real estate from other U.S. components.

(1) After initial coordination between the losing and gaining organizations, the gaining organization will submit a formal transfer request to the CG, USAREUR/7A (AEAEN-RE), or the CG, USAFE (CEPR), as applicable, for approval. The transfer request must be justified and processed as requests for new acquisitions.

(2) The CG, USAREUR/7A (AEAEN-RE), or the CG, USAFE (CEPR), as appropriate, will issue transfer instructions to the losing agency and the REFO. DD Form 1354 (Transfer and Acceptance of Military Real Property) will be used to transfer property. All applicable real estate and real property documents will also be transferred.

(3) The responsible RECO for the gaining agency will document the change of user with the German authorities or property owner. Before accepting the property, the gaining agency's real property accountable officer will review the records for accuracy and completeness.

**c. Easements.** Limited interest in real estate will be acquired by easement. Easements are normally obtained for a specific purpose, such as for rights of passage on private roads or access ways, for limited rights to land for garrison field training, or for installing utility and communication lines.

(1) Easement rights will be acquired according to appendix B for limited rights to private properties, or according to appendix E for property owned by the German Federal Government or a German State.

(2) For private or community property, the RECO should try to include a provision in the easement contract that waives U.S. responsibility for property damages during the easement term. If unsuccessful, the RECO will ensure that the easement contract clearly states the U.S. restoration or compensation obligation for damages.

(3) Compensation for damages to crops, trees, and other plants must be made as soon as possible after the damage occurs if a waiver for damage liability is not already included in the one-time or recurring compensation paid by the United States under the easement contract.

**d. Rent-Payable and Rent-Free Property.** Appendix B provides information on acquiring property to be used on a rent-payable basis. Appendix E provides procedures for acquiring property to be used rent-free.

(1) Negotiations with local German agencies (FAO and *Wehrbereichsverwaltung* (German military district administration)) for rent-payable and rent-free property will not be held until the CG, USAREUR/7A (AEAEN-RE), has reached an agreement with the German Federal Ministry of Defense (FMOD) and Federal Ministry of Finance (FMOF) on the proposed acquisition request. For USAFE needs, the CG, USAREUR/7A (AEAEN-RE) will notify the CG, USAFE (CEPR), to proceed.

(2) The acquisition of leased property is subject to the restrictions and limits in appendix F.

(3) The acquisition of alternate facilities provided by the German authorities according to USAREUR Regulation 405-11 will be documented, transferred, and assigned as explained in appendixes B and E.

## **11. ACCEPTING REAL ESTATE**

The RECO will accept real estate acquired for USAREUR-supported elements after the REFO, BSB DPW, German authorities, and the property owner (if applicable) have conducted an initial inventory and condition inspection. The condition inspection will include an environmental baseline survey if determined appropriate by the CG, USAREUR/7A (AEAEN-PW-ENV). Real estate acquired for USAFE will be accepted by the CG, USAFE (CEPR). The CG, USAFE (CEPR), or REFO, as appropriate, will notify the CG, USAREUR/7A (AEAEN-RE), after the APR has been fulfilled.

## **12. USAFE PROCEDURES**

Procedures similar to those in appendixes B, E, and F will be used for USAFE acquisitions, subject to further instructions issued by the Deputy Chief of Staff, Engineering, USAFE.

## **Section III ADMINISTRATION**

### **13. APPLICATION IN USAFE**

In USAFE, the provisions of this section will be applied *mutatis mutandis* unless otherwise directed by either of the following:

- a. USAFE directives governing real property accountability.
- b. The Deputy Chief of Staff, Engineering, USAFE.

### **14. TURNOVER AND ASSIGNMENT PROCEDURES**

a. After the initial inventory and condition inspection and acceptance of real estate from the German authorities or property owner, the REFO will transfer the property to the BSB using DD Form 1354.

(1) If not submitted earlier, the REFO will include real estate documents (for example, lease, RPOD, consignment agreement), the inventory and condition report, and property maps, plans, and drawings with the DD Form 1354.

(2) After the U.S. real property accountable officer vouchers the DD Form 1354, the form will establish the real property accountable officer's accountability for the real estate.

**NOTE:** The procedures in a(1) and (2) above also apply to alternate facilities constructed or provided by the German authorities, and NATO-infrastructure facilities assigned to and occupied by the U.S. Forces as the primary user.

b. BSB DPWs will ensure that the agency to which real estate is assigned assumes responsibility for the property and its contents.

## 15. MANAGEMENT

**a. Alterations.** Major alterations to property or substantial changes in property use will not be made without the consent of the German authorities and the property owner.

(1) The BSB DPW will consult with the REFO to verify that the proposed alterations or new use is compatible with the consignment agreement or lease. If necessary, the REFO will request formal concurrence from the property owner through the German authorities for major alterations to or substantial changes in the use of consigned or leased properties.

(2) When the German authorities approve U.S. plans for new construction, this approval meets the requirement for obtaining German concurrence on major alterations to or changes in the use of consigned properties. Additional coordination by the REFO is not needed.

(3) Alterations to leased facilities are subject to the limits in appendix F.

**b. Maintenance.** AR 420-series regulations prescribe responsibilities for maintaining and repairing U.S. Forces-controlled property in USAREUR. Leased property will be maintained according to the terms of the lease document.

**c. Encroachment.** Realty interests acquired by the U.S. Forces must be protected to meet operational and training requirements. BSB commanders are responsible for control and surveillance of property held by the U.S. Forces.

(1) To prevent infringement on U.S. real estate interests, commanders will make periodic checks of U.S. Forces-controlled land under their jurisdiction, especially land next to urban developments, to verify the integrity of boundary lines and deter unauthorized entry and encroachment. When possible, the DPW will mark U.S. installation boundaries with signs.

(2) Encroachments will be reported to the REFO and the appropriate United States Forces liaison officer (USFLO). Encroachments at training areas that adversely affect critical mission requirements will also be reported through command channels to the Commander, USAREUR/7A, ATTN: AEAGC-T and TLO, Unit 29351, APO AE 09014.

(3) U.S. Forces users will avoid damaging crops and other private property encroaching on U.S.-controlled areas. Users will take no action that might cause adverse public reaction. The REFO and USFLO, with the FAO or *Oberfinanzdirektion* (Superior Finance Administration) (SFA), will coordinate resolutions to encroachments according to the particular realty interests held by the U.S. Forces.

**d. Change in Status of Real Estate.** RECOs are the only agents authorized to conduct negotiations for releasing or exchanging U.S.-controlled real estate. Commanders under USAREUR jurisdiction will not make oral or written commitments with the German authorities on the release or exchange of real estate, or conclude any arrangements with German agencies affecting the status of U.S.-controlled real estate.

(1) Actions referred to the CG, USAREUR/7A (AEAEN-RE), or the REFO that involve the release, exchange, adjustment, or encumbrance of real estate will include a detailed description of the issue and the BSB commander's recommendations. Determinations affecting the status of real estate holdings in a military community become an official document of the ASG and BSB master plan.

(2) Requests for authority to exchange or release real estate (excluding leased family housing) require the concurrence of the BSB master planning board before recommendations are sent through the chain of command to the CG, USAREUR/7A (AEAEN-RE).

(3) USAREUR Regulation 405-11 prescribes procedures for processing German plans and proposals involving U.S. needs for replacement facilities or alternate construction, requests for neighbor's consent, plans for German highway construction or improvement, urban development and use plans, and plans to establish nature preserves or water-protection zones affecting U.S. installations or activities. Processing these German plans is time-sensitive and requires a response to the German authorities within 30 days. ASG commanders should process short-suspense actions by the quickest means possible. ASG commanders--

(a) May approve German zoning, land use, and development and construction plans that will have no major effect on U.S. installations and operations.

(b) Will send German plans that will have a major effect on U.S. Forces installations and activities with a command-position statement to the Commander, USAREUR/7A, ATTN: AEAEN-RE, Unit 29351, APO AE 09014, or fax them to DSN 370-8017 or civilian 06221-57-8017.

(c) May grant conditional approval for German plans if the imposed conditions would eliminate the effect on U.S. installations and operations.

(4) German requests for the use of U.S.-controlled property that will involve construction or improvements by third parties on the property will be referred to the Commander, USAREUR/7A, ATTN: AEAEN-RE, Unit 29351, APO AE 09014. These requests will be forwarded with comments, conditions, and recommendations. Examples of requests that require referral include requests to--

(a) Lay pipelines or power lines across U.S. installations.

(b) Create sanitary landfills or areas for dumping excavated soil.

(c) Establish camps, sport fields, and other recreational facilities for the general public or private interests.

(5) In USAFE, requests described in (1) through (4) above will be forwarded to HQ USAFE/CEPR, Unit 3050, Box 10, APO AE 09094-5010.

**e. Lease Renewals.** USAREUR and USAFE commanders will review and revalidate the continuing need for rent-payable accommodations at least once a year. Commanders should terminate rent-payable leases when the original need no longer exists unless the lease is needed to meet another accommodation requirement approved by the CG, USAREUR/7A (AEAEN-RE). Lease renewals are subject to the limits in appendix F.

## **16. REAL ESTATE PAYMENTS**

a. The REFO will submit certified bills for rental and other real estate charges to the BSB commander or appropriate servicing finance office for payment. Appendix G prescribes rental-adjustment procedures.

b. In USAFE, payments will be processed as directed by the CG, USAFE (CEPR).

## **SECTION IV**

### **DISMANTLING BUILDINGS AND OTHER IMPROVEMENTS ON LAND HELD BY THE U.S. FORCES**

#### **17. GENERAL**

U.S. and non-U.S. buildings and improvements on land held by the U.S. Forces will be dismantled if they meet any of the following conditions:

a. They are no longer required at their present location or are needed elsewhere and are economical to remove.

b. They have deteriorated so much that they are hazardous to life or property and cannot be repaired or rehabilitated at a reasonable cost.

c. They occupy sites needed for new construction for which funding and execution approvals have been obtained or are reasonably expected.

## 18. USAREUR DISMANTLING PROCEDURES

a. The BSB DPW will prepare DA Form 337 (Request for Approval of Disposal of Buildings and Improvements) for removing or dismantling buildings and improvements. When improvements with different fund sources (for example, NATO, U.S., DM OMS, reichsmark (RM)) are to be dismantled, a separate DA Form 337 will be prepared for each fund source. The following information will be included with the DA Form 337:

- (1) The fund source.
- (2) The original and salvage value of the improvement.
- (3) The reason for the proposed dismantling.
- (4) The recommended disposal method.
- (5) If a replacement is planned, whether the replacement is a U.S. project or other type of project.

b. ASG commanders may approve the DA Form 337 for removing or dismantling U.S.-funded buildings and improvements. For NATO, DM OMS, and RM-funded buildings, commanders will submit to the REFO a request for disposal, a DA Form 337, and a map indicating the location of the facilities to be removed. The REFO will coordinate clearance with the German authorities. After coordination is completed, the REFO will approve the DA Form 337 and return it to the commander.

(1) The REFO will offer NATO and RM-funded facilities to the German authorities for removal at their expense by a set date. If the German authorities do not remove the facilities by the set date, the U.S. Forces will remove them.

(2) If the German authorities insist on reserving the right for a future claim against the U.S. for the value of a structure, the ASG commander will reevaluate the need for its removal. If the removal is still considered essential, demolition should proceed.

(a) The REFO will try to reach an agreement with the German authorities on the value of the structure. If an agreement cannot be reached, the real estate records will show the German and U.S. estimates on the value of the structure.

(b) A record showing the circumstances prompting removal and the estimate of the remaining value of the structure at the time of its demolition will be included in the permanent U.S. real property file. The DPW will provide a copy of these documents to the REFO for the permanent real estate file.

(3) The REFO will offer DM OMS-funded facilities to the German authorities for removal when it is advantageous to the U.S. Forces and the U.S. Forces have no requirement for the salvageable material. The German authorities will be given 90 days to respond. If the German authorities decline the offer or fail to respond within 90 days, the U.S. Forces will remove the structure. German claims against the U.S. Forces for removal do not apply to this category of property.

(4) Removing facilities on private or community-owned property will be considered only after the REFO has coordinated with the German authorities and the lessor. If the German authorities and the lessor agree to the removal, the REFO will formalize the agreement by amending the RPOD.

c. Buildings may be removed or dismantled on receipt of an approved DA Form 337. After the work is completed, the BSB DPW will--

- (1) Prepare the DD Form 1354 to be vouchered and filed in the DPW permanent-voucher file.
- (2) Take action to have the facility removed from automated real property records.
- (3) Revise the general site plans and other master planning documents.
- (4) Forward a copy of the DD Form 1354 to the REFO as notification that the dismantling is complete.

d. The procedures in a through c above also apply to the relocation of facilities and improvements from one installation to another.

## **19. USAFE DISMANTLING PROCEDURES**

USAFE commanders will follow USAREUR procedures for dismantling facilities. The CG, USAFE (CEPR), and base commanders will process requests.

a. The disposal of buildings and improvements under USAFE control and documentation will be completed according to Air Force Instruction (AFI) 32-9004 and as directed by the Deputy Chief of Staff, Engineering, USAFE.

b. USAFE should consult with the CG, USAREUR/7A (AEAEN), on disposals of an unusual nature that may establish a precedent with the German authorities or may have implications affecting USAREUR and USAFE. The CG, USAREUR/7A (AEAEN-RE), will coordinate with the CG, USAFE (CEPR), on disposing of buildings or other improvements that may have implications affecting USAFE.

## **SECTION V**

### **DISPOSING OF IMPROVED PROPERTY (INCLUDING LAND)**

**NOTE:** The following instructions apply to disposal of property by USAREUR elements. Information that also applies to USAFE is indicated.

## **20. APPROVAL AUTHORITY**

BSB commanders in USAREUR may approve release requests for rent-payable family housing with up to 10 housing units or when the lessor gives a termination notice according to the lease terms. The CG, USAREUR/7A (AEAEN-RE), is the approval authority for other releases. This procedure also applies to property under U.S. control or held under limited rights (for example, easements, entry rights).

## **21. PROCESSING RELEASE REQUESTS**

a. BSB DPWs will prepare AE Form 405-8A-R (Disposal of Real Estate) to dispose of property that the BSB no longer needs. The DPW first must check with local U.S. Forces elements to ensure that there is no further need for the property.

(1) If the BSB commander has approval authority for the request, the authenticated AE Form 405-8A-R will be forwarded to the REFO for appropriate action. Requests for which the BSB commander does not have approval authority, including requests for the release of installations announced for closure by the Secretary of Defense, will be forwarded to the CG, USAREUR/7A (AEAEN-RE). Complete data on the property, a map showing the location of the real estate to be released, and U.S. improvements as recorded in the accountable records will accompany the request.

(2) If the property recommended for release contains personal property permanently attached to the property (for example, communications-electronics or nonappropriated fund installed property and fixtures not in engineer accounts), the BSB DPW will establish the disposition of this property with the accountable agencies. If nonengineer custodians decide to leave property items in place, a description of the property, with its purchase date and cost, will be included on the AE Form 405-8A-R or as an attachment.

b. German requests for the release of U.S.-controlled property will be processed according to procedures similar to those in a(1) and (2) above:

(1) Requests received by organizations other than the BSB will be forwarded to the BSB for evaluation and recommendations. BSB commanders will evaluate and, as appropriate, approve requests within their approval authority.

(2) BSB commanders will send requests outside their approval authority through the ASG DPW to the CG, USAREUR/7A (AEAEN-RE), for final decision. BSB commanders will include recommendations and, if applicable, an AE Form 405-8A-R with each request. No oral or written commitment will be made with the German authorities on requests sent to the CG, USAREUR/7A (AEAEN-RE), for decision.

c. The CG, USAREUR/7A (AEAEN-RE), will--

(1) Issue release instructions to the REFO when a release request is approved. For total or partial installation closures, the CG, USAREUR/7A (AEAEN-RE), will also notify the FMOD and the FMOF.

(2) Notify the requester if a release request is disapproved.

## 22. USAREUR DISPOSAL PROCEDURES

a. The Director, Real Estate, ODCSENGR, and designated RECOs are the CG, USAREUR/7A, executive agents and POCs for the German authorities for disposing of real estate under USAREUR control.

b. On receiving an approved release request, the REFO will give required advance notice to the local German authorities of the U.S. intention to return the property. In coordination with the BSB DPW, the REFO will make pre-inspections and surveys, including environmental, to ensure that improvements and estimated damages are recorded. The BSB or subordinate area support team will--

(1) Ensure that the facilities are vacated and prepared for return in time to meet the scheduled release date.

(2) Prepare the environmental survey and document U.S. improvements in time for the return.

(3) Safeguard the real estate until custody is transferred to the German authorities, owner, or lessor.

c. After the property is vacated and prepared for return, the REFO will schedule the final turnover date with the German authorities and the BSB DPW. The property turnover will include a joint U.S.-German outgoing inventory and condition inspection. The REFO and responsible BSB will represent the United States at the inspection. The RECO will sign the *Rückgabeprotokoll* (record of return) and have the German authorities countersign.

d. When real estate is released, the REFO will verify the existence and condition of U.S. improvements left on the property. The German authorities will confirm the receipt of these improvements on AE Form 405-8B-R (Receipt for U.S. (Dollar and Euro) Improvements in Real Estate Released to Germany (Public Property)).

(1) BSB commanders will give technical-engineering aid to the REFO for recouping residual value. This aid will include at least the following:

(a) Engineer appraisals and value estimates.

(b) Recording of improvements.

(c) Damage estimates.

(d) Outgoing environmental surveys.

(2) Appendix H provides procedures for establishing, recording, and negotiating compensation for residual value of U.S. improvements.

## 23. DISPOSALS IN CONNECTION WITH ALTERNATE CONSTRUCTION FACILITIES

For property being released in exchange for other facilities under alternate construction agreements, BSB DPWs will forward AE Form 405-8A-R through command channels to the CG, USAREUR/7A (AEAEN-RE), at least 60 days before the date that the alternate construction is expected to be completed.

a. Facilities released in exchange for other facilities under alternate construction agreements will not be stripped of appurtenances, fixtures, or installed property unless written approval is obtained in advance from the U.S. signatory of the alternate construction agreement. Incomplete facilities turned over to the German authorities could result in the refusal by the German authorities to provide the required collateral equipment in the alternate facilities.

b. BSB engineer representatives or the appropriate USAFE civil engineer will inspect facilities prepared for release to the German authorities under alternate construction agreements to ensure that the condition of the facilities and installed collateral equipment is adequate. Once the alternate construction is completed and accepted, the BSB DPW will notify the REFO to finalize the release.

## **24. USAFE DISPOSAL PROCEDURES**

The following procedures apply to the release of excess real estate under USAFE control.

a. The CG, USAFE (CEPR), will coordinate with the CG, USAREUR/7A (AEAEN-RE), before releasing property owned by the German Federal Government or a German State and family housing accommodations involving more than 10 housing units located near a U.S. Army installation or potentially beneficial to the U.S. Army. Coordination is not required when the property owner has given notice of terminating the lease.

b. Subject to a above, the CG, USAFE (CEPR), will close out and release the real estate according to AFI 32-9004 and as directed by the Deputy Chief of Staff, Engineering, USAFE.

c. Recouping residual value for Air Force installations being released will be negotiated as directed by the Deputy Chief of Staff, Engineering, USAFE.

## **25. PUBLICITY**

Local public affairs offices should publicize important releases of real estate by the U.S. Forces to create a favorable reaction in the German news media. However, U.S. plans to release real estate will not be announced to the German news media until the following has occurred:

a. The real estate release has been approved by the CG, USAREUR/7A, or the CG, USAFE, as appropriate.

b. The CG, USAREUR/7A, Liaison Office, and USFLOs have notified the responsible German Federal and State Government agencies.

## **26. RELEASE DOCUMENTATION**

After real estate has been released, the REFO or the USAFE base civil engineer will complete part C of AE Form 405-8A-R and forward one copy of the form to the Commander, USAREUR/7A, ATTN: AEAEN-RE, Unit 29351, APO AE 09014; or to HQ USAFE/CEPR, Unit 3050, Box 10, APO AE 09094-5010, as appropriate. The REFO also will provide a copy of the release documents for updating USAREUR property records through the BSB DPW to the U.S. real property accountable officer.

## **SECTION VI**

### **REAL ESTATE CLAIMS**

## **27. CLAIMS ON PROPERTY HELD OR RELEASED**

The REFO or the CG, USAFE (CEPR), as appropriate, will investigate and process obligations from contracts or quasi-contracted relationships asserted against the U.S. Forces for--

a. Compensation for use.

b. Repair of damages to property held or released from U.S. control.

## **28. U.S. ARMY HOLDINGS**

a. The RECO is authorized to accept liability for and settle real estate compensation requests involving contracts or consignment agreements as listed below:

(1) Real estate rental adjustments for property converted to leasing arrangements, subject to the provisions of appendix G.

(2) Real estate rental adjustments for property held under an RPOD, subject to the provisions of appendix G.

(3) Incidental acquisition costs for real estate, including notarization fees, for which a precedent for payment has been established and cleared with the CG, USAREUR/7A (AEAEN-RE). Approval will be obtained from the CG, USAREUR/7A (AEAEN-RE), on questionable and controversial claims that may be disputed with the German authorities.

(4) Cost of damages for which the U.S. Forces are liable under the provisions of a lease during the term of a lease or when a contract is terminated within the limits of the delegated contracting authority. Settlements will be documented by amending the contract or settlement agreements. Settlements exceeding the RECO's delegated contracting authority will be forwarded to the CG, USAREUR/7A (AEAEN-RE), for approval.

(5) One-time payments during the term of an easement contract of not more than \$1,500 on individual parcels and \$5,000 for each easement contract.

b. The REFO will obtain approval from the CG, USAREUR/7A (AEAEN-RE), on claims that are controversial or that set a precedent. Claims that bear interest or involve attorney fees will not be considered controversial or precedent-setting for these reasons alone.

c. BSB commanders will provide engineer-cost appraisals and other evaluations on damage claims and restoration settlements to the REFO. Damage claims submitted to the CG, USAREUR/7A (AEAEN-RE), with a recommendation for settlement will include a confirmation that the responsible DPW reviewed the case. A review statement by the DPW is not required for claims involving forestry damage. Settlements of forestry damage claims will be performed based on assessments by local SFA experts in conjunction with pertinent BSB representatives.

d. The appropriate authority of the German Defense Costs Administration will process and judge damage obligations that arise when requisitioned holdings are converted to a leased status.

(1) The U.S. Forces are not required to provide U.S. claim certifications. The German Defense Costs Administration, however, must give the U.S. Forces advance notice with details of claims.

(2) If the U.S. Forces question the validity of a claim, information and evidence should be provided to the German Defense Costs Administration. The German authorities will make a final determination on the case. The U.S. Forces must reimburse Germany for 50 percent of the award granted to the claimant by the German adjudicating authority (NATO SOFA SA, Art 41, para 10).

## **29. ADMINISTRATIVE PROCEDURES FOR DAMAGE CLAIMS**

Appendixes B, C, and E provide administrative procedures for processing damage claims.

## **APPENDIX A REFERENCES**

AR 25-400-2, The Modern Army Recordkeeping System (MARKS)

AR 210-50 and USAREUR Supplement 1, Housing Management

AR 405-10, Acquisition of Real Property and Interests Therein

AR 405-15, Real Estate Claims Founded Upon Contract

AR 405-70, Utilization of Real Property

AR 405-90, Disposal of Real Estate

AR 420-10, Management of Installation Directorates of Public Works

Air Force Instruction (AFI) 32-6001, Family Housing Management

AFI 32-9001 and USAFE Supplement 1, Acquisition of Real Property

AFI 32-9004, Disposal of Real Property

Air Force Manual 37-139, Records Disposition Schedule

USEUCOM Directive 62-3, Real Estate Operations

USAREUR Regulation 210-60/USAFE Instruction 32-9001, Establishing Exterior-Protective or Safety Zones (*Schutzbereiche*) in Germany

USAREUR Regulation 405-5, Acquiring, Administering, and Disposing of Real Estate

USAREUR Regulation 405-10/USAFE Regulation 87-1, Recovery of Residual Value of United States Improvements to Foreign Real Estate

USAREUR Regulation 405-11, Provision of Alternate Facilities in Germany

## APPENDIX B

### ACQUISITION AND ADMINISTRATION OF REAL ESTATE UNDER THE U.S.-GERMAN TECHNICAL ARRANGEMENTS OF 11 MARCH 1957

#### B-1. GENERAL

a. The U.S. Forces will acquire real estate not owned by the German Federal Government or a German State according to the U.S.-German Technical Arrangements of 11 March 1957. The German authorities will lease these properties on behalf of the U.S. Forces and transfer accommodations to the U.S. Forces through real property obligation documents (RPODs) prepared in the format prescribed by the U.S.-German Technical Arrangements of 11 March 1957 as amended.

b. Real estate contracting officers (RECOs) will--

(1) Acquire real estate, either an existing facility or real estate under a build to lease (BTL) arrangement, only after an accommodation program request (APR) has been approved by the CG, USAREUR/7A (AEAEN-RE), and cleared through the German Federal Ministry of Defense (FMOD) and Federal Ministry of Finance (FMOF).

(2) Make no oral or written commitment to a lessor or prospective proponent through the responsible *Oberfinanzdirektion* (German Superior Finance Administration) (SFA), *Bundesvermögensamt* (German Federal Assets Office) (FAO), or *Wehrbereichsverwaltung* (German military district administration) until the requirements of appendix F have been met.

c. Procedures in this appendix that refer to real estate field office (REFOs) and the base support battalion (BSB) directors of public works (DPWs) are also applicable to the Commanding General (CG), USAFE (CEPR), and subordinate USAFE real estate agencies for USAFE requirements.

#### B-2. ACQUIRING REAL PROPERTY

a. After being notified by the CG, USAREUR/7A (AEAEN-RE), that the FMOD and FMOF have approved an APR, the REFO will process the property acquisition through the responsible German SFA and FAO. When a requirement involves--

(1) A specific accommodation already selected by the U.S. agency, the RECO will negotiate mutually acceptable terms and conditions with the FAO for leasing the property from the lessor.

(2) Property not yet selected, the RECO first will ask the FAO to initiate a solicitation for proposals. The requesting commander, in coordination with the RECO and the German authorities, will determine the suitability of properties offered as a result of the solicitations.

b. If a real estate need is to be met by a BTL facility, the RECO will process the action according to the procedures in table B-1. For USAFE BTL requirements, the CG, USAFE (CEPR), will begin negotiations according to procedures established by the Deputy Chief of Staff, Engineering, USAFE.

c. Negotiations with the lessor will cover all terms and obligations of the contracting parties. Negotiations for BTL properties will also address building specifications and construction, property turnover, and the date when the property will be ready for occupancy.

(1) The lessor will be responsible for--

(a) Major, interior building maintenance.

(b) All exterior building maintenance (for example, exterior repair and painting, repairs to and replacement of roofs).

(c) Repair and maintenance of installed equipment and utilities, including for normal deterioration (for example, replacement of heating lines, boilers, furnaces).

(2) The U.S. Forces will only be responsible for minor, routine interior maintenance (for example, interior painting and decorating) to meet U.S. standards for the upkeep of property under U.S. control, unless a different agreement was made with the lessor.

<b>Table B-1</b>	
<b>Steps in Implementing Build-to-Lease Projects in USAREUR (Not Applicable to USAFE)</b>	
<b>1</b>	The REFO receives APR approval from the CG, USAREUR/7A (AEAEN-RE).
<b>2</b>	The REFO obtains additional data (for example, desired space configuration, desired U.S. furnishings) and the desired bid-closing date from the BSB commander.
<b>3</b>	The REFO notifies the BSB commander when it is necessary to advertise to solicit bids, and coordinates suggested advertisements with the BSB and FAO.
<b>4</b>	The REFO asks the BSB to place newspaper advertisements on behalf of Germany. The REFO and FAO decide on a closing date for bid submission. For family housing, the FAO will be provided a list of recommended U.S. bidders (if any) and the criteria for leased family housing from USAREUR Supplement 1 to AR 210-50.
<b>5</b>	The FAO screens offers as necessary to eliminate unacceptable bids.
<b>6</b>	The REFO and the FAO evaluate screened offers with the ASG or BSB commander or requesting agency.
<b>7</b>	The REFO and the FAO conduct initial negotiations with proponents of acceptable bids. Best and final bids are selected for final negotiations.
<b>8</b>	The REFO, the FAO, and the proponent negotiate final lease terms and conditions.
<b>9</b>	The REFO sends proposed arrangements to the BSB commander for approval and fund allocation, confirmation that the allocation is available, and (when applicable) verification that the high-cost lease approval under the provisions of the United States Code, Title 10, section 2828 has been obtained. After BSB approval has been given, funding is available, and the requirements of appendix F have been met, the REFO and the FAO will develop the final RPOD.
<b>10</b>	The FAO prepares the German lease for signature before proceeding with the REFO to execute the RPOD.
<b>11</b>	The REFO and the BSB DPW monitor the construction progress until turnover.

**NOTE:** As an exception, the U.S. Forces may take care of all maintenance if the responsible BSB commander determines that this is necessary for security or operational reasons. If the U.S. Forces take responsibility for maintenance and repair duties that are normally the lessor's responsibility, the rent should be reduced accordingly.

(3) When possible, the rent should be fixed as a firm amount for the lease term. As a minimum, the rent should remain firm until the end of the U.S. fiscal year. Operational costs may be adjusted according to German law.

(4) If the lessor provides services (for example, janitor, light, heat, water) as a part of the rent, each service must be defined in the RPOD. The BSB DPW (USAREUR) or the base civil engineer (USAFE) will provide specifications for these utilities and services to the RECOs.

(5) To terminate a lease, the terminating party must give advance notice according to the U.S.-German Technical Arrangements of 11 March 1957, as amended, unless the lease is for a firm term. RECOs will include a military-escape or early-termination clause in firm-term leases.

(6) Furniture and furnishings will not be acquired with leased premises if enough U.S.-procured furniture and furnishings are available in the U.S. inventory.

(7) Requirements for initial alterations will be arranged with the lessor by mutual agreement and included in the lease. The BSB DPW will develop specifications and provide for technical supervision, review, and acceptance of initial alterations. Initial alterations will not exceed the authorizations specified in appendix F.

d. After negotiations have been completed, the RECO will conclude an RPOD with the German authorities. Under the U.S.-German Technical Arrangements of 11 March 1957, the German authorities will submit four copies of the RPOD to the U.S. Forces before executing a lease contract with the prospective lessor. Alternate procedures may be used if the contracting parties agree. The RECO will ensure that the RPOD includes all negotiated terms and conditions and that the commander has provided the following fund-certification statement:

I certify that the lease contract as specified in Real Property Obligation Document \_\_\_\_\_ is properly chargeable to the allotment cited in the accounting classification, that the available balances thereof are sufficient to cover the U.S. obligation for the current fiscal year, and that funds have been committed. Provision will be made in the future-year command-budget estimates and command operating budgets to program sufficient funds to cover ongoing rental costs.

e. The RECO will give the original and required copies of the signed RPOD to the German authorities. In USAFE, the RPOD will be forwarded to HQ USAFE/CEPR, Unit 3050, Box 10, APO AE 09094-5010. When the signed RPOD is received from the RECO, the responsible German agency countersigns the documents and returns all but one copy to the RECO with a copy of the lease contract concluded with the lessor. The RECO will distribute copies of the RPOD, the German lease, and supporting documents to the BSB real property accountable officer and the servicing Army finance office.

### **B-3. TURNOVER AND ASSIGNMENT**

The basic publication, paragraph 14, provides information on turning over and assigning real estate.

### **B-4. PAYMENT PROCEDURES**

a. The German authorities will submit invoices for rent to the U.S. Forces according to the U.S.-German Technical Arrangements of 11 March 1957. The REFO or USAFE base civil engineer will--

(1) Review and certify invoices to ensure they are correct.

(2) Forward the certification and invoices to the servicing U.S. finance office for payment to the appropriate German authority.

b. The following procedures will be used for rent-payable property still held by the United States under AE Form 6 GRE (Real Property Procurement Order):

(1) The REFO or USAFE base civil engineer will prepare a list of the properties and send four copies to the *Finanzamt - Verteidigungslasten* (German Tax Revenue Office) (TRO). The list will be sent on 15 July for rents due between 1 October and 31 March, and on 15 January for rents due between 1 April and 30 September. The following information about each property will be included on the list:

(a) AE Form 6 GRE number.

(b) Address or other description of the property

(c) Name of the property owner.

(d) Period for which rent is due.

(e) Rent in Euro.

(2) The TRO will verify and correct data as necessary. After verification, the TRO will--

(a) Certify that the list is correct and the amounts indicated are proper charges.

(b) Request funds to pay the payees on the list.

(c) Keep one copy of the list and return three certified copies to the REFO or USAFE base civil engineer for submission to the responsible commander and servicing finance office.

(3) The REFO may make alternate arrangements for processing payments in coordination with the TRO and the servicing finance office. The finance office will process and pay invoices immediately. Failure to make timely payments may be considered a breach of contract and subject the United States to additional liabilities.

c. By following the procedures in a and b above, the REFO or USAFE base civil engineer will ensure that any money due the U.S. Forces from the release of an accommodation or other administrative action is recovered by an appropriate adjustment in the next rent-payment invoice or list.

### **B-5. RENTAL ADJUSTMENTS**

Appendix G provides information on rental adjustments.

## **B-6. RELEASES**

Requests for release of leased property will be processed according to a through c below:

- a. On receipt of an approved AE Form 405-8A-R (Disposal of Real Estate) for leased property, the REFO will issue a termination notice as required by the RPOD. The REFO will ensure that the BSB vacates the property and prepares it for return as provided in the contract.
- b. After the property is vacated, the REFO, BSB representative, German authorities, and lessor will conduct an outgoing joint inventory and condition survey in the same manner as the initial survey. On return of property to the lessor in satisfactory condition, the REFO and the German authorities will obtain a quit-claim-release statement from the lessor, waiving future claims of any kind against the U.S. Forces.
- c. Claims for damages caused by the U.S. Forces during the lease period will be processed under the U.S.-German Implementing Arrangement of 10 May 1962 on the Settlement of Claims for Restoration of Damages to Properties Occupied by the U.S. Forces Under the U.S.-German Technical Arrangements of 11 March 1957.

## **B-7. CONVERSION FROM REQUISITION STATUS**

a. Local German authorities are responsible for arranging with property owners to convert requisitioned private and community-owned property occupied by the U.S. Forces in a requisition status under AE Form 6 GRE to a rent-payable status under an RPOD. The REFO should make every effort to encourage German authorities to expedite the conversion from requisition status.

(1) Negotiated rents to be paid on conversion are subject to the restrictions and limits in appendix F. Approval from the CG, USAREUR/7A (AEAEN-RE), is required for conversion if the rental payment for the land is based on the value of the land as construction grounds, or if the payment exceeds the latest yearly amount paid by the U.S. Forces under the AE Form 6 GRE by 100 percent. These limits do not apply if the total annual payment is \$1,500 or less.

(2) The REFO may process other real estate conversions without CG, USAREUR/7A (AEAEN-RE), approval after the BSB commander has confirmed that there is a continued need for the property.

b. The CG, USAFE (CEPR), will determine the conversion authority for USAFE bases.

**NOTE:** Property owned by the German Federal Government or a German State and held in a requisition status will not be converted to a rent-payable status under an RPOD. This property will be consigned under the provisions explained in appendix E.

## **B-8. COMPENSATION CLAIMS**

Compensation claims under the German Federal Requisition Law, Article 21, involve compensating property owners for hardship or damages arising from the German requisition of property for U.S. occupancy after 5 May 1955. The U.S. Forces reached a settlement with Germany in 1967 for all outstanding claims against the U.S. Forces under this category. Under this settlement, the U.S. Forces are no longer liable for Article 21 claims.

## APPENDIX C

### ADMINISTRATION OF GERMAN-OWNED REPLACEMENT FACILITIES UNDER THE U.S.-GERMAN TECHNICAL ARRANGEMENTS OF 23 FEBRUARY 1962

#### C-1. GENERAL

a. In 1958, Germany agreed to purchase or construct facilities to replace privately owned property occupied by the U.S. Forces to ensure that facilities needed by the U.S. Forces would continue to be available. This agreement was documented by the U.S.-German Technical Arrangements of 23 February 1962 and is referred to as the *Schlußfreimachungsprogramm* (Final Release Program).

b. The U.S. Forces hold replacement facilities provided by Germany under a real property obligation document (RPOD). Under the initial terms of the *Schlußfreimachungsprogramm*, the U.S. Forces were to pay rent for these facilities. Effective 1 January 1991, however, the U.S. Forces stopped paying rent for them.

#### C-2. USAREUR ADMINISTRATION PROCEDURES

a. RPODs for *Schlußfreimachungsprogramm* property will not be revised without CG, USAREUR/7A (AEAEN-RE), approval.

b. If a facility or part of a facility acquired under the *Schlußfreimachungsprogramm* becomes unusable by the U.S. Forces because of defects or damages for which the U.S. Forces are not responsible, the base support battalion (BSB) commander should try to use other U.S.-controlled real estate and initiate the release of the unusable facility. If this is not possible, the BSB commander will refer the issue to the CG, USAREUR/7A (AEAEN-RE), for resolution with the German authorities.

#### C-3. DISPOSAL AND RESTORATION

a. If the U.S. Forces decide to dispose of a property, the BSB director of public works will process an AE Form 405-8A-R (Disposal of Real Estate) as prescribed in the basic publication, section V. The real estate contracting officer must provide an advance notice of termination to the *Oberfinanzdirektion* (Superior Finance Administration) or *Bundesvermögensamt* (German Federal Assets Office) according to the U.S.-German Technical Arrangements of 23 February 1962. Release actions will include an outgoing joint inventory and condition survey and the processing of an AE Form 405-8B-R (Receipt for U.S. (Dollar and Euro) Improvements in Real Estate Released to Germany (Public Property)).

b. Action will be taken to recoup credit for the residual value of U.S. investments released with the real property according to the U.S.-German Technical Arrangements of 23 February 1962 and appendix H. At the request of the German authorities, the real estate field office will consider unpaid rents as a valid offset against U.S. residual-value claims.

#### C-4. USAFE PROCEDURES

The administration, disposal, and restoration procedures in paragraphs C-2 and C-3 will be applied *mutatis mutandis* in USAFE. USAFE subordinate elements will address questions or requests for guidance to HQ USAFE/CEPR, Unit 3050, Box 10, APO AE 09094-5010.

## **APPENDIX D**

### **PROCEDURES FOR PREPARING ACCOMMODATION PROGRAM REQUESTS**

**D-1.** Base support battalion (BSB) directors of public works (DPWs) will prepare and forward accommodation program requests (APRs) for real estate requirements (except for U.S. Army-leased family housing) that cannot be met by existing real estate on U.S. facilities. The APR--

a. Will be for the minimum amount of real estate required to meet the requirement.

b. May be for a specific site as identified by a site selection board (para 9), or for an unidentified site that meets the defined requirements.

**D-2.** APRs will be sent to the Commander, USAREUR/7A, ATTN: AEAEN-RE, Unit 29351, APO AE 09014, with the following information:

a. An explanation of and full justification for the requirement (for example, arrival of new units or activities, new or changed mission requirements, special programs). The explanation and justification will include--

(1) Specific information on the number of personnel involved, number and type of equipment, and activities to be performed.

(2) A statement on the proposed duration of the requirement and the effect on mission accomplishment if the real estate is not acquired.

b. Protected area requirements if real estate requirements involve acquiring land for the following types of facilities that need exterior safety or protective zones according to USAREUR Regulation 210-60/USAFE Instruction 32-9001:

(1) Air defense facilities.

(2) Airfields.

(3) Ammunition-storage facilities.

(4) Radio communication facilities.

c. A summary of the results of the utilization survey of local facilities. The summary will identify space allowed and required, space on hand, and the net shortfall in property categories proposed for acquisition. A Real Property Planning and Analysis System (RPLANS) extraction for the relevant facility category groups will also be included.

d. If applicable, a statement indicating the proposed disposition of existing facilities that will be replaced by the new acquisition.

e. For leased property, an estimate of the annual rental cost. The local real estate field office can provide approximate square foot or square meter rental estimates for different property categories. For leases that are expected to exceed the thresholds defined in appendix F, paragraph F-3, an economic analysis must accompany the submission.

f. Confirmation that funds needed to support a lease are available or have been programmed and budgeted to meet projected costs.

(1) Generally, the area support group (ASG) or designated commander will be expected to fund leases for the year of acquisition and the following 2 years. If the lease is required to execute a specific management decision package (MDEP), commanders may request funding from the appropriate HQ USAREUR/7A staff office. The Chief, Program Management Division, Office of the Deputy Chief of Staff, Engineer, HQ USAREUR/7A, must confirm that funds are available.

(2) Unless the lease is associated with a specific MDEP, the following statement will be included on the lease: "Acquisition is funded by the requiring U.S. activity in the current and following 2 fiscal years." The CG, USAREUR/7A (AEAEN-PW), will program costs for the remaining out-years (if any) in the M account.

g. Confirmation that the community master planning board has approved the proposed acquisition. The BSB commander and ASG DPW must provide an endorsement confirming the real estate requirement and recommending that the CG, USAREUR/7A, approve the acquisition. Real estate requirements in USAFE will show approval by the local facilities-utilization board and be reviewed by the responsible USAFE engineering and service programs directorate.

h. At least eight color-coded copies of the maps for land, easements, and similar documents on 8½- by 11-inch paper.

**D-3.** The following additional data will accompany real estate requirements as indicated below:

**a. Land Supporting New Construction by the U.S. Forces:**

- (1) Construction project number.
- (2) Planned year of construction.

**b. Land to Establish Communication Sites:**

- (1) Designation of the user (type of unit that requires the station).
- (2) Class and geographic location (for example, *Universale Transversale Mercatorprojektion (UTM)* coordinates) of the station.
- (3) Azimuths, number, type, and heights of antenna towers.
- (4) Carrier power supply.
- (5) Emission characteristics.
- (6) Frequency bands.
- (7) Polarization.
- (8) Other key data.

**c. Radio-Relay Stations:**

- (1) Type of service and antenna.
- (2) Antenna dimensions.
- (3) Antenna gain.
- (4) Height of antenna tower.

**d. Radar Stations:**

- (1) Antenna gain.
- (2) Height and rotation speed of the antenna.
- (3) Mean and peak power.
- (4) Pulse-repetition frequency.
- (5) Pulse width.

**D-4.** USAFE base commanders will submit information required by Air Force Instruction 32-9001 and USAFE Supplement 1 as an attachment to the transmittal letter forwarding the APR.

D-5. Figure D-1 is a sample APR.

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**ACCOMMODATION PROGRAM REQUEST**

Date: (leave blank)

1. Responsible Agency: Real Estate Directorate, ODCSENGR, HQ USAREUR/7A

2. Using Agency: 104th Area Support Group/284th Base Support Battalion (Gießen)

3. Date Required: As soon as possible

4. USAREUR Identification Number: (leave blank)

5. Location: Southeast of Wetzlar, Land Hessen  
Property Owner: Germany

6. Purpose of Requirement: Local training area

7. Size:\* Approximately 200 hectares

8. Justification: The land and access road are required to support the local training requirements of two battalions being relocated to the Gießen General Depot. New construction is not required. Existing forestry operations may continue. The requirement cannot be met by existing U.S. real estate assets.

9. Additional Information:\*\*

a. Primary units are shown below; other units may use the area on a space-available basis:

Unit	Soldiers	Wheels	Tracks	Main Heavy Vehicles
2-3 Field Artillery Battalion	722	83	77	M109 Howitzer
16th Engineer Battalion	438	72	87	M9 Armored Earthmover

b. The following training will be conducted at the training area:

Task	Type Unit	Size
Conduct minefield-clearing operations	Engineer	Company
Conduct self-extraction from remote-delivery mines	Engineer	Company
Conduct breaching operations	Engineer	Platoon, company
Employ the vehicle-launched bridge	Engineer	Platoon, company
Employ the combat-engineer vehicle	Engineer	Platoon
Install a hasty minefield	Engineer	Platoon
Secure and defend unit positions	Engineer	Platoon
Occupy an assembly area	Artillery	Battery
Place a battery	Artillery	Battery
Displace a battery	Artillery	Battery
Night-vision driver training	Both	Platoon

c. Frequency of Use: Small units (squad and below) will conduct training each day. Training will be conducted occasionally at company level and rarely at battalion level.

\*Areas and measurements will be stated, without exception, in metric units.

\*\*This paragraph will include all pertinent information on the operation and use of the requested property, including the number of stationed personnel, the type and frequency of traffic to and from the site, and the expected effect on surrounding areas.

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**Figure D-1. Sample Accommodation Program Request**

## APPENDIX E

### ACQUISITION, DOCUMENTATION, AND DISPOSAL OF RENT-FREE PROPERTY

#### E-1. GENERAL

Property owned by the German Federal Government or a German State will be consigned for use by the U.S. Forces rent-free under the provisions of Supplementary Agreement (SA) to the NATO Status of Forces Agreement (SOFA). U.S. Forces using property rent-free are not exempt from paying operating costs as defined in the Protocol of Signature, Article 63, paragraph 8.

#### E-2. ACQUISITION AND DOCUMENTATION

a. Property owned by the German Federal Government will be documented under a *Liegenschaftsüberlassungsvereinbarung* (Accommodation Consignment Agreement) (fig E-1). Property owned by a German State will be documented under an *Überlassungsvereinbarung* (Real Property Consignment Agreement) (fig E-2). The local *Bundesvermögensamt* (German Federal Assets Office) (FAO) will prepare these documents in German and English and execute them with the responsible USAREUR or USAFE real estate contracting officer (RECO).

b. The *Liegenschaftsüberlassungsvereinbarung* and the *Überlassungsvereinbarung* will be executed for individual property holdings after the CG, USAREUR/7A, has approved the requirement and the German Federal authorities have approved the accommodation program request. These consignment agreements will--

(1) Also serve as documentation for properties owned by the German Federal Government or a German State to convert contracts for properties occupied by the U.S. Forces under an AE Form 6 GRE (Real Property Procurement Order).

(2) Provide the location, address, size, or other description of the property.

(3) Provide the ownership status.

(4) Include the annotation "rent-free."

(5) Indicate whether the property is for sole use and occupancy by the U.S. Forces, or that only limited rights (for example, easements) are granted to the U.S. Forces.

(6) Clearly define the rights acquired by the U.S. Forces and the terms and conditions of the use (for example, indefinite or for a specific period).

(7) Include layout plans and a German cadastral map showing the boundaries of the property.

c. When the RECO and the German authorities have signed the consignment agreements, the real estate field office will keep a record copy and give two copies to the FAO and one copy to the U.S. real property accountable officer.

#### E-3. TURNOVER AND ASSIGNMENT

The basic publication, paragraph 14, provides information on turning over and assigning real estate.

#### E-4. CONDITIONS OF USE

U.S. use of property owned by the German Federal Government or a German State and documented under--

a. A consignment agreement is subject to the terms and conditions of the German-U.S. Administrative Agreements of 2 August 1967 and 30 October 1987 (figs E-3 and E-4). USAREUR base support battalion commanders and USAFE base commanders will ensure compliance with the agreements in the administration of these property holdings.

b. AE Form 6 GRE will conform to the conditions in the AE Form 6 GRE documentation and the administrative agreements in this appendix.

#### E-5. RELEASE

The basic publication, section V, provides property-release procedures. Applicable administrative agreements (figs E-3 and E-4) provide requirements for giving termination notices to the German authorities.

## E-6. DAMAGES

a. Under the NATO SOFA SA, Article 48, paragraph 4, U.S. Forces using property owned by the German Federal Government or a German State are responsible for repairs and maintenance to preserve the property in a proper state. U.S. maintenance standards are the basis for determining U.S. responsibility for property repair and upkeep. When completing the outgoing inventory and condition survey, U.S. and German representatives should assess deficiencies according to U.S. maintenance standards. If the U.S. repair and maintenance of the property have been equal to or higher than U.S. maintenance standards, deficiencies should not be recorded as damages. The United States--

(1) Will not be held liable for normal aging and deterioration of buildings and improvements. For example, if the U.S. Forces do not renovate facilities that have exceeded their normal useful lifetime and are not economically reparable, the aging and deterioration of the structure should not be classified as damage.

(2) Should not be held liable for damages to property if the property is to be demolished or completely rebuilt as part of an overall German renovation or modernization plan.

(3) As a general rule, will not consider deficiencies as compensable damage if a facility is in moderate or better condition.

(4) Will consider accommodations as being in a moderate or better condition if the facility is suitable for continued occupancy and use for military purposes without needing repairs.

b. Under the NATO SOFA SA, Article 41, paragraph 4, the U.S. Forces liability for damages applies to property “legally owned by the Federation” (NATO SOFA SA, Art 63, para 4a). Liability does not apply to property or improvements to property owned by the German Federal Government and constructed using deutsche mark (DM) occupation and mandatory expenditure or support (OMS) funds. The U.S. Forces will not consider claims for property damage or loss in this category. DM OMS-funded improvements are considered U.S. assets and can be used to offset valid German damage claims as prescribed under the NATO SOFA SA, Article 52 (app H).

c. Under the Protocol of Signature, Article 41, paragraph 7, the U.S. Forces are liable for damages to German State-owned property beyond fair wear and tear that occurred after 1 July 1963. The U.S. Forces and German authorities conducted a joint condition survey between 1963 and 1964 on German State-owned properties under U.S. control. When the United States releases property, the U.S. liability for damage or loss will be established based on the property’s condition recorded in this survey and as shown in the outgoing inventory and condition record.

d. Under the NATO SOFA SA, Article 41, paragraph 3(a), Germany waives all its claims for loss of or damage to property owned by the German Federal Government unless the damage was done willfully or occurred through gross negligence. Under the Protocol of Signature, Article 41, paragraph 4, Germany will not waive damages that occur if the U.S. Forces do not properly repair and maintain the property. However, waived damages may be offset against U.S.-funded improvements in residual-value settlements.

e. Claims for damages to properties owned by the German Federal Government or a German State will normally be settled in conjunction with recouping residual-value entitlements for U.S.-funded improvements according to appendix H.

**SAMPLE**  
(English)

**Accommodation Consignment Agreement**  
(*Liegenschaftsüberlassungsvereinbarung*)

The Federal Republic of Germany (*Bundesfinanzverwaltung*, Federal Finance Administration), represented by the  
*Oberfinanzdirektion* \_\_\_\_\_

- hereinafter called the "Federal Republic" -

and the U.S. Forces, represented by \_\_\_\_\_

- hereinafter called the "User" -

have concluded the following agreement (*Überlassungsvereinbarung*) pursuant to paragraph 3(a)\* and (b)\* of Article 48 of the Supplementary Agreement to the NATO Status of Forces Agreement:

**SECTION 1**

a) The Federal Republic makes available to the User the following accommodation on a rent-free basis for the User's exclusive use\* - for limited use\* - as indicated in item d) below:

(1) Designation location \_\_\_\_\_

(2) Registered in the *Land* Register of \_\_\_\_\_ volume \_\_\_\_\_ page \_\_\_\_\_

(3) Size of total land area \_\_\_\_\_ hectares \_\_\_\_\_ square meters

b) Location, size of the accommodation, the individual land and building plot numbers, listing of buildings and appurtenant facilities, and so forth appear in the plan (with appendixes)\* attached as enclosure A.

c)\*\*The condition of the accommodation, appurtenant buildings, and other structures is shown in the verified condition report attached as enclosure B. The condition of the inventory items made available with the accommodation is shown in the verified inventory list attached as enclosure C.

d)\*\*\*Use by the User as \_\_\_\_\_

e) Special conditions: (none)\* (as outlined in enclosure \_\_\_\_\_)\*

f) (1) Date of U.S. occupancy: \_\_\_\_\_

(2) Term of U.S. occupancy: (indefinite)\* \_\_\_\_\_ \*

**SECTION 2**

All other questions concerning the making available and use of the accommodation as well as the respective rights and obligations of the parties hereto are governed by the provisions of the NATO Status of Forces Agreement, the Supplementary Agreement, and the Protocol of Signature thereto, as well as the Administrative Agreement concerning the conclusion of agreements (*Überlassungsvereinbarung*).

### SECTION 3

Representatives for this accommodation within the meaning of paragraph 6(a) of the Protocol of Signature, re Article 53 of the Supplementary Agreement, are--

a) For the User \_\_\_\_\_

b) For the Federal Republic (the chief of the competent Federal Property Agency) \_\_\_\_\_

Approved \_\_\_\_\_

\_\_\_\_\_  
20

For the User:

For the Federal Republic:

\_\_\_\_\_  
(U.S. Contracting Officer)

\_\_\_\_\_  
(Oberfinanzdirektion \_\_\_\_\_)

\*Delete if not applicable.

\*\*Not applicable if easement or other limited rights are involved.

\*\*\*If easement or other limited rights are involved, describe them.

---

### Draft Condition Report

Enclosure "B" to the Accommodation Consignment  
Agreement (*Liegenschaftsüberlassungsvereinbarung*)  
of \_\_\_\_\_

Designation of Accommodations	Type	Condition	Remarks
Example 1			
15 Goethestraße	a) Apartment house, 4 floors, massive, cellar under entire building, hard burned brick, saddle roof, tile covered. Construction year: 1938	good	
	b) Courtyard, macadam-covered for light traffic	fair	
Example 2			
a) Block I	Quarters for enlisted soldiers, 2 floors, cellar under entire building, plaster covered, hip roof, tile-covered. Construction year: 1936	good	
b) Block II	as above	fair	

Approved:

\_\_\_\_\_ 20 \_\_\_\_\_

For the Federal Republic:

For the User:

\_\_\_\_\_  
(Oberfinanzdirektion \_\_\_\_\_)

\_\_\_\_\_  
(U.S. Real Property Officer)

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**MUSTER**  
(Deutsch)

**Liegenschaftsüberlassungsvereinbarung**  
(Accommodation Consignment Agreement)

Zwischen der Bundesrepublik Deutschland (Bundesfinanzverwaltung), vertreten durch die Oberfinanzdirektion

- im folgenden „Bundesrepublik“ genannt -

und den amerikanischen Streitkräften, vertreten durch

- im folgenden „Benutzer“ genannt -

wird die nachstehende Überlassungsvereinbarung gemäß Artikel 48 Abs. (3) Buchst. (a)\* (b)\* des Zusatzabkommens zum NATO-Truppenstatut geschlossen:

**§1**

a) Die Bundesrepublik überläßt dem Benutzer die nachfolgend bezeichnete Liegenschaft miet/pachtfrei zur ausschließlichen Benutzung\* - zur beschränkten Benutzung\* - wie in Buchst. d) angegeben:

(1) Bezeichnung/Belegenheit \_\_\_\_\_

(2) Eingetragen im Grundbuch von \_\_\_\_\_ Band \_\_\_\_\_ Blatt \_\_\_\_\_

(3) Größe der gesamten Grundstücksfläche \_\_\_\_\_ ha \_\_\_\_\_ qm

b) Lage und Umfang der Liegenschaft, die einzelnen Grundstücks- und Flurstücksnummern, die Aufstellung der Gebäude und der dazugehörenden Einrichtungen usw. sind aus der als Anlage A beigefügten Lageplanskizze (mit Anhängen)\* ersichtlich.

c)\*\* Der Zustand der Liegenschaft, der dazugehörigen Gebäude und sonstigen Bauwerke etc. ergibt sich aus dem als Anlage B beigefügten genehmigten Zustandsbericht, der Zustand des mitüberlassenen Inventars aus dem als Anlage C beigefügten genehmigten Inventarverzeichnis.

d)\*\* Benutzung durch den Benutzer als: \_\_\_\_\_

e) Besondere Bedingungen: (keine),\* (wie in der Anlage \_\_\_\_\_ aufgeführt)\*

f) (1) Tag der amerikanischen Belegung: \_\_\_\_\_

(2) Dauer der amerikanischen Belegung: unbestimmt\* \_\_\_\_\_ \*

**§2**

Im übrigen regeln sich die aus der Überlassung und Benutzung der Liegenschaft ergebenden Fragen sowie die Rechte und Pflichten der Parteien nach den Bestimmungen des NATO-Truppenstatuts, des Zusatzabkommens und des Unterzeichnungsprotokolls zum Zusatzabkommen sowie des Verwaltungsabkommens über den Abschluß von Überlassungsvereinbarungen vom \_\_\_\_\_, das durch diese Verweisung zum Bestandteil der Überlassungsvereinbarung gemacht wird.

### §3

Vertreter im Sinne von Abs. (6)(a) des Unterzeichnungsprotokolls zu Artikel 53 des Zusatzabkommens sind für diese Liegenschaft

a) Für den Benutzer \_\_\_\_\_

b) Für die Bundesrepublik (der Leiter der zuständigen Bundesvermögensstelle) \_\_\_\_\_

Genehmigt: \_\_\_\_\_

\_\_\_\_\_ den \_\_\_\_\_ 20 \_\_\_\_\_

Für den Benutzer:

Für die Bundesrepublik:

\_\_\_\_\_  
(amerikanisches Liegenschaftsamt)

\_\_\_\_\_  
(Oberfinanzdirektion \_\_\_\_\_)

\*Nichtzutreffendes streichen.

\*\*Gilt nicht bei Grunddienstbarkeit oder bei sonstigen beschränkten Rechten.

\*\*\*Grunddienstbarkeit oder sonstige beschränkte Rechte näher bezeichnen.

---

**MUSTER**

**Entwurf eines Zustandsberichts**

Anlage B zur Liegenschaftsüberlassungsvereinbarung  
vom \_\_\_\_\_

Bezeichnung der Anlage	Art	Zustand	Bemerkungen
<b>Beispiel Nr. 1</b>			
Goethestr. 15	a) Wohngebäude, viergeschossig massiv, voll unterkellert Klinkerbau, Satteldach mit Dachziegeleindeckung, Baujahr: 1938	gut	
	b) Hoffläche mit Schwarzdecke für leichten Verkehr	mittelmäßig	
<b>Beispiel Nr. 2</b>			
a) Block I	Mannschaftsgebäude, zweigeschossig, voll unterkellert Putzbau, Walmdach mit Dachziegeleindeckung, Baujahr: 1936	gut	
b) Block II	wie oben	mittelmäßig	
		Genehmigt:	
		_____	den _____ 20____
Für die Bundesrepublik:		Für den Benutzer:	
_____ (Oberfinanzdirektion _____)		_____ (amerikanisches Liegenschaftsamt)	

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**Figure E-1. Accommodation Consignment Agreement/Liegenschaftsüberlassungsvereinbarung**

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**Real Property Consignment Agreement  
(Überlassungsvereinbarung)**

For *Land*-owned accommodation made available to the U.S. Forces.

The Federal Republic of Germany (Federal Finance Administration) represented by the *Oberfinanzdirektion/  
Bundesvermögensamt*

- hereinafter called the Federation -

and the U.S. Forces, represented by \_\_\_\_\_  
\_\_\_\_\_

- hereinafter called the User -

have concluded the following Agreement in accordance with Article 48, paragraph (3), of the Supplementary Agreement to the NATO Status of Forces Agreement (SA to NATO SOFA) and the implementing Administrative Agreement dated \_\_\_\_\_.

**ARTICLE 1**

a) The Federation makes available to the User the *Land*-owned accommodation in \_\_\_\_\_  
\_\_\_\_\_ street/square \_\_\_\_\_  
\_\_\_\_\_ no. \_\_\_\_\_ entered in the *Land* Register of \_\_\_\_\_  
\_\_\_\_\_ volume \_\_\_\_\_ page \_\_\_\_\_ with such buildings and other structures as may  
be situated thereon for the User's exclusive use.

b) Size of the total area of the accommodation \_\_\_\_\_ hectares \_\_\_\_\_ square meters

c) Use by the User: \_\_\_\_\_  
\_\_\_\_\_

d) ☐ Special terms and conditions of use by the User are governed by the appendix/appendixes attached to this Agreement. This appendix/these appendixes form(s) a constituent part of this Agreement.

☐ Special terms and conditions of use do not exist.

e) Any fundamental changes in use or in the conditions of use specified herein will be agreed upon by supplements in writing to this Agreement.

**ARTICLE 2**

The termination of the User's use of this accommodation is subject to the provisions of Article 48, paragraph (5), SA to NATO SOFA, except as otherwise provided in the appendix/appendixes.

**ARTICLE 3**

The accommodation is made available to the User free of charge in accordance with the provisions of Article 63, paragraph (4) (b), SA to NATO SOFA.

**ARTICLE 4**

Except as otherwise provided in the appendix/appendixes, the User will take care of the safety of the premises (*Verkehrssicherungspflicht*). The User will also undertake to clean, to remove ice and snow from, and if they are slippery with ice, to strew the pavements in front of the accommodation and its entrances, and to clean, to remove ice and snow from, and if slippery with ice, to strew the road in front of the accommodation, should the lessor (owner) or the lessee be responsible for this in accordance with local bylaws or customs.

## ARTICLE 5

The English and the German texts of this Agreement are equally authentic.

\_\_\_\_\_20\_\_\_\_\_

For the Federation:

For the User:

\_\_\_\_\_  
*Oberfinanzdirektion*

---

## ANNEX 2

### Settlement of Rights and Obligations on Release of *Land-Owned Accommodation*

1. At the time of release (Art 48, para (5), SA to NATO SOFA), the Federation and the User will prepare a record of--
  - a) Improvements which were financed by the U.S. Forces from their own funds as well as supplies and equipment procured by the U.S. Forces from their own funds, which the U.S. Forces leave in the accommodation in accordance with Article 52, SA to the NATO SOFA;
  - b) Improvements that were financed from German funds made available to the User by the Federation or the Land;
  - c) The extent of damages caused to the accommodation during the period of use.
2. Damages to Land-owned accommodations will, in the relationship between the Federation and the User, be settled pursuant to the relevant provisions of the NATO SOFA, the SA to the NATO SOFA, and the Protocol of Signature. The following will apply:
  - a) The U.S. Forces are not liable for compensation for damages caused prior to 1 July 1963. The question as to what damage was caused prior to this date will be determined on the basis of the condition reports required by paragraph (7) of the Protocol of Signature to Article 41, SA to the NATO SOFA.
  - b) In respect of any damages caused by the U.S. Forces after 1 July 1963, the U.S. Forces will be liable to reimburse the Federation for 75 percent of the compensation paid, the amount of which will be established pursuant to the provisions of the SA to the NATO SOFA, the Protocol of Signature and the Administrative Agreements thereto.
  - c) No liability of the U.S. Forces to make compensation payments will arise prior to release and return of the accommodation by the U.S. Forces (Art 48, para (5), SA to NATO SOFA). A procedural release effected, in accordance with German compensation law, at the time of conclusion of a utilization agreement between the Federation and the Land, will not be effective between the Federation and the U.S. Forces before the time of release within the meaning of Article 48, paragraph (5), SA to the NATO SOFA. Conclusion of a Real Property Consignment Agreement (Annex 1) between the Federation and the U.S. Forces will not amount to a release.
3. Reimbursement of the residual value of improvements financed from national funds of the U.S. Forces will be governed by Article 52, SA to the NATO SOFA.

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**Überlassungsvereinbarung  
(Real Property Consignment Agreement)**

Über eine landeseigene, den U.S.-Streitkräften überlassene Liegenschaft

Zwischen der Bundesrepublik Deutschland (Bundesfinanzverwaltung), vertreten durch die  
Oberfinanzdirektion/Bundesvermögensamt,

**- im folgenden Bund genannt -**

und den U.S.-Streitkräften, vertreten durch \_\_\_\_\_  
\_\_\_\_\_

**- im folgenden Benutzer genannt -**

wird nachstehende Überlassungsvereinbarung gemäß Artikel 48 Abs. (3) des Zusatzabkommens zum NATO-Truppenstatut (ZA NTS) und dem dazu vereinbarten Verwaltungsabkommen vom \_\_\_\_\_ geschlossen.

**ARTIKEL 1**

a) der Bund überläßt dem Benutzer die \_\_\_\_\_ (Bundesland) in  
\_\_\_\_\_ (Straße/Platz) Nr. \_\_\_\_\_ gelegene landeseigene Liegenschaft,  
eingetragen im Grundbuch von \_\_\_\_\_ Band \_\_\_\_\_ Blatt \_\_\_\_\_ mit den darauf befindlichen  
Gebäuden und sonstigen Bauwerken zur ausschließlichen Benutzung.

b) Größe der gesamten Grundstücksfläche \_\_\_\_\_ ha \_\_\_\_\_ qm

c) Benutzung durch den Benutzer: \_\_\_\_\_

d) ☐ Die besonderen Bestimmungen und Benutzungsbedingungen für den Benutzer richten sich nach dem/den dieser Vereinbarung beigefügten Anhang/Anhängen. Dieser Anhang/diese Anhänge ist/sind Bestandteil dieser Vereinbarung.

☐ Besondere Bestimmungen und Benutzungsbedingungen bestehen nicht.

e) Grundlegende Änderungen der Benutzung oder der hier festgelegten Benutzungsbedingungen werden durch Nachträge zu dieser Vereinbarung geregelt.

**ARTIKEL 2**

Die Beendigung der Benutzung dieser Liegenschaft durch die U.S.-Streitkräfte richtet sich nach Artikel 48 Abs. (5) ZA NTS, soweit in dem Anhang/den Anhängen nichts anderes vereinbart ist.

**ARTIKEL 3**

Die Liegenschaft wird dem Benutzer unentgeltlich nach Maßgabe der Bestimmungen von Artikel 63 Abs. (4)(b) ZA NTS überlassen.

**ARTIKEL 4**

Soweit sich aus dem Anhang/den Anhängen nichts anderes ergibt, trägt der Benutzer die Sorge für die Verkehrssicherung. Er sorgt auch für die Reinigung der Bürgersteige und die Beseitigung von Eis und Schnee, für das Streuen bei Glatteis auf den Bürgersteigen vor der Liegenschaft und den Zugängen zur Liegenschaft, für das Streuen bei Glatteis auf der Straße vor der Liegenschaft, soweit nach örtlicher Anordnung oder örtlichem Brauch der Vermieter (Eigentümer) oder der Mieter hierfür verantwortlich ist.

## ARTIKEL 5

Der englische und der deutsche Wortlaut der Vereinbarung sind gleichermaßen verbindlich.

\_\_\_\_\_20\_\_\_\_\_

Für den Bund:

Für den Benutzer:

\_\_\_\_\_  
Oberfinanzdirektion

---

## ANNEX 2

### Regelung der Rechte und Pflichten bei Freigabe einer landeseigenen Liegenschaft

1. Bei der Freigabe (Art. 48 Abs. (5) ZA NTS) erfassen der Bund und die U.S. Streitkräfte:
  - a) von den U.S.-Streitkräften mit eigenen Mitteln finanzierte Investitionen sowie mit eigenen Mitteln beschaffte Vorräte und Ausrüstungsgegenstände, soweit die U.S.-Streitkräfte diese gemäß Art. 52 ZA NTS auf der Liegenschaft zurücklassen;
  - b) Investitionen, die mit deutschen Mitteln, die den U.S.-Streitkräften von Bund oder Land zur Verfügung gestellt worden sind, finanziert wurden;
  - c) Den Umfang von Schäden, die während der Benutzungszeit an der Liegenschaft entstanden sind.
2. Schäden an landeseigenen Liegenschaften werden im Verhältnis zwischen dem Bund und den U.S.-Streitkräften nach den einschlägigen Bestimmungen des NTS, des ZA NTS und den UP abgegolten. Es gilt folgendes:
  - a) Für Schäden, die vor dem 1. Juli 1963 verursacht worden sind, haben die U.S.-Streitkräfte keine Erstattung zu leisten. Für die Frage, welche Schäden bis zu diesem Zeitpunkt verursacht worden sind, sind die Zustandsfeststellungen nach Abs. (7) UP zu Artikel 41 ZA NTS maßgebend.
  - b) Für nach dem 1. Juli 1963 von den U.S.-Streitkräften verursachte Schäden erstatten die U.S.-Streitkräfte dem Bund 75% der gezahlten Entschädigung, deren Betrag nach den Bestimmungen im ZA NTS und dem UP dazu und den dazu geschlossenen Verwaltungsabkommen ermittelt wird.
  - c) Eine Verpflichtung der U.S.-Streitkräfte zur Erstattung von Entschädigungsbeträgen besteht nicht vor Rückgabe der Liegenschaft durch die U.S.-Streitkräfte (Art. 48 Abs. (5) ZA NTS). Eine nach deutschem Entschädigungsrecht fingierte Freigabe durch Abschluß eines Nutzungsvertrages zwischen dem Bund und dem Land soll im Verhältnis zwischen dem Bund und den U.S.-Streitkräften erst im Zeitpunkt der Rückgabe im Sinne des Art. 48 Abs. (5) ZA NTS maßgebend sein. Auch der Abschluß einer Überlassungsvereinbarung (Anlage 1) zwischen dem Bund und den U.S.-Streitkräften bedeutet keine Freigabe.
3. Für die Erstattung eines Restwertes aus Heimatmittelinvestitionen der U.S.-Streitkräfte gilt Art. 52 ZA NTS.

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### Figure E-2. Real Property Consignment Agreement/*Überlassungsvereinbarung*

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## Verwaltungsabkommen

**über den Abschluß von Überlassungsvereinbarungen gem. Artikel 48 Abs. (3)(a) und (b) des Zusatzabkommens für Liegenschaften, die von den amerikanischen Streitkräften nach Artikel 63 Abs. (4)(a) des Zusatzabkommens unentgeltlich (*free of charge*) benutzt werden können.**

Nach Artikel 48 Abs. (3)(a) und (b) ZA werden über die einer Truppe oder einem zivilen Gefolge überlassenen Liegenschaften schriftliche Überlassungsvereinbarungen abgeschlossen.

Zur Durchführung dieser Bestimmung mit Bezug auf Liegenschaften im Sinne von Artikel 63 Abs. (4)(a) ZA wird zwischen den amerikanischen Streitkräften und dem Bundesministerium der Finanzen folgendes vereinbart:

1. Zwischen den zuständigen amerikanischen und deutschen Dienststellen wird für jede Liegenschaft eine Überlassungsvereinbarung gemäß beiliegendem Muster (Anlage 1) abgeschlossen.

Die folgenden Nummern 2 bis 9 gelten als Bestandteil einer jeden Überlassungsvereinbarung.

2. Die Liegenschaften werden den amerikanischen Streitkräften miet-/pachtfrei nach Maßgabe der Bestimmungen von Artikel 63 Abs. (4) ZA in Verbindung mit den Abs. (2), (6), (7), (8) und (10) des Unterzeichnungsprotokolls zu Artikel 63 ZA überlassen.
3. Die amerikanischen Streitkräfte unterrichten die zuständige Oberfinanzdirektion (Bundesvermögens- und Bauabteilung) über bleibende wesentliche Änderungen des in den Überlassungsvereinbarungen genannten Verwendungszwecks; diese Unterrichtung erfolgt nach Möglichkeit vor Durchführung der Änderungen.
4. (1) Die Durchführung von Baumaßnahmen einschliesslich Reparatur- und Instandhaltungsarbeiten in oder an der Liegenschaft richtet sich nach den Vorschriften des Artikels 49 Abs. (2) bis (5) ZA oder nach dem Verwaltungsabkommen über Baumaßnahmen gemäß dem Notenwechsel zwischen dem Auswärtigen Amt und der Amerikanischen Botschaft vom 3. August 1959.  
  
(2) a) Die amerikanischen Streitkräfte unterrichten die zuständige Oberfinanzdirektion (Bundesvermögens- und Bauabteilung) rechtzeitig, wenn eine beabsichtigte Baumaßnahme zu einer bleibenden wesentlichen Änderung hinsichtlich der Verwendung oder des Charakters der Liegenschaft, wie in der Überlassungsvereinbarung dargelegt, führt (z. B. Neu-, Erweiterungs- und Umbauten oder Abbruch). Macht die Oberfinanzdirektion triftige Gründe gegen die beabsichtigten Maßnahmen innerhalb von zwei Monaten (zwei Wochen, wenn die U.S.- Dienststelle auf die besondere Dringlichkeit hinweist) nach Eingang der Anzeige geltend, führen die amerikanischen Streitkräfte diese Maßnahmen nicht durch, es sei denn, daß zwingende militärische Erfordernisse ihre Durchführung unabweisbar machen.  
  
b) Der Unterrichtung der Oberfinanzdirektion (Bundesvermögens- und Bauabteilung) bedarf es nicht, wenn die zuständige amerikanische Behörde die zuständige deutsche Baubehörde (Oberfinanzdirektion - Landesvermögens- und Bauabteilung) von der beabsichtigten Baumaßnahme gemäß den Bestimmungen des Artikels 49 ZA NTS unterrichtet.
5. Die amerikanischen Streitkräfte sind verantwortlich für die Reinigung, die Beseitigung von Eis und Schnee sowie das Streuen bei Glatteis der an die Liegenschaften angrenzenden Straßen, Wege und Bürgersteige, soweit nach örtlicher Anordnung oder örtlichem Brauch die Bundesrepublik als Eigentümerin oder die amerikanischen Streitkräfte als Benutzer hierzu verpflichtet sind.
6. Macht ein Dritter einen Schadensersatzanspruch gegen die Bundesrepublik als Eigentümer der Liegenschaft geltend, und ist der Schaden durch eine unter Abs. (5) des Artikels VIII des NATO-Truppenstatuts fallende Handlung oder Unterlassung des Benutzers verursacht worden, so wird der Anspruch nach den Vorschriften der Abs. (5) und (8) des Artikels VIII des NATO Truppenstatuts und des Abs. (11) des Artikels 41 ZA mit der Maßgabe geregelt, daß die Bundesrepublik, wenn sie als Eigentümerin der Liegenschaft den Anspruch befriedigt hat, unbeschadet Abs. (5)(e) des Artikels VIII NTS in die Rechte des Anspruchstellers eintritt.
7. Die Beendigung des Überlassungsverhältnisses richtet sich nach Artikel 48 Abs. (5) ZA. Nehmen die amerikanischen Streitkräfte die Freigabe der Liegenschaft in Aussicht, so teilen sie dies der Bundesrepublik möglichst frühzeitig im voraus, tunlichst 90 Tage, mindestens aber 30 Tage vor der beabsichtigten Freigabe schriftlich mit.
8. Bei Beendigung der Benutzung der Liegenschaft durch die amerikanischen Streitkräfte werden der Zustand der Liegenschaft sowie der Umfang und Zustand des Inventars von Vertretern der amerikanischen Streitkräfte und der Bundesrepublik festgestellt und schriftlich niedergelegt. Je nach Lage des Falles werden jeweils gesondert festgestellt,

- a) Investitionen und der Restwert der Investitionen, die von den amerikanischen Streitkräften mit eigenen Mitteln finanziert worden sind, sowie der Restwert von Vorräten und Ausrüstungsgegenständen, die von den amerikanischen Streitkräften mit eigenen Mitteln beschafft worden sind und vereinbarungsgemäß in der Liegenschaft zurückgelassen werden;
  - b) Investitionen und der Restwert der Investitionen, die mit Mitteln, die den amerikanischen Streitkräften von der Bundesrepublik oder von einem Land zur Verfügung gestellt worden sind, finanziert wurden;
  - c) Umfang und Ursache von Schäden, die während der Zeit der Benutzung durch die amerikanischen Streitkräfte an den Liegenschaften und/oder anderen Vermögenswerten, die den amerikanischen Streitkräften von der Bundesrepublik unentgeltlich zur Benutzung überlassen worden sind, entstanden sind.
9. Die Parteien dieses Abkommens behalten sich bei Liegenschaften, die als Übungsplätze, Flugplätze, Schiessplätze oder ähnliche Zwecke benutzt werden, insbesondere, soweit es sich um forst- oder landwirtschaftlich genutzte Flächen handelt, das Recht vor, für diese Liegenschaften von Fall zu Fall zusätzliche Sonderbestimmungen auszuhandeln, soweit dies notwendig ist, um den besonderen Umständen und Erfordernissen Rechnung zu tragen.

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## Administrative Agreement

**concerning the conclusion of agreements (*Überlassungsvereinbarungen*) pursuant to paragraph 3(a) and (h) of Article 48 of the Supplementary Agreement [(SA)] for accommodation which, according to paragraph 4 (a) of Article 63 of the Supplementary Agreement, may be used by the U.S. Forces free of charge.**

Article 48, paragraph 3(a) and (b), SA, provides for the conclusion of agreements (*Überlassungsvereinbarungen*) in writing in respect of accommodation made available to a force or a civilian component.

To implement this provision in respect of accommodation falling within Article 63, paragraph 4 (a), SA, the U.S. Forces and the Federal Ministry of Finance have agreed as follows:

1. An agreement according to the attached form (encl 1) will be concluded between the appropriate United States and German agencies in respect of each accommodation.

Paragraphs 2 through 9 below will be deemed a part of each such agreement.

2. The accommodation will be made available to the U.S. Forces rent-free in accordance with the provisions of Article 63, paragraph 4, SA, in conjunction with paragraphs 2, 6, 7, 8, and 10 of the Protocol of Signature re Article 63, SA.
3. The U.S. Forces will notify the appropriate *Oberfinanzdirektion* (Bundesvermögens- und Bauabteilung) of any permanent substantial changes of the use specified in the *Überlassungsvereinbarungen*; wherever possible this notification will be made before the changes are carried out.
4. (1) The execution of construction measures, including repairs and maintenance work, in or to the accommodation will be in accordance with provisions of paragraphs (2) through (5) of Article 49 of the SA, or under the terms of the Administrative Agreement on construction pursuant to the exchange of notes between the German Foreign Office and the American Embassy of 3 August 1959.  
  
(2) a) The U.S. Forces will notify the appropriate *Oberfinanzdirektion* (Bundesvermögens- und Bauabteilung) in time if an intended construction measure will result in a permanent substantial change in respect of the use or character of the accommodation as stated in the agreement (*Überlassungsvereinbarung*) (for example, new construction, extensions, alterations, or dismantling). If the *Oberfinanzdirektion* presents cogent reasons against the intended measure within 2 months (2 weeks if the U.S. Forces' agency indicates the particular urgency of a project) after receipt of the notification, the U.S. Forces will refrain from carrying out this measure unless compelling military exigencies make it imperative that the measure is carried out.  
  
b) Notification of the *Oberfinanzdirektion* (Bundesvermögens- und Bauabteilung) is not required, if the appropriate U.S. agency informs the appropriate German construction agency (*Oberfinanzdirektion* - Landesvermögens- und Bauabteilung) of the intended construction measure in accordance with the provisions of Article 49, SA.
5. The U.S. Forces will be responsible for the cleaning of, the removal of ice and snow from, or in case of iced conditions the strewing of, the roads and sidewalk sections adjacent to the accommodation as far as, under local ordinance or local custom, the Federal Republic as owner or the U.S. Forces as the user have such responsibility.
6. If a third party asserts a damage claim against the Federal Republic as owner of the property and the damage is caused by an act or omission of the user within the scope of paragraph 5 of Article VIII, NATO SOFA, the claim will be settled in accordance with the provisions of paragraphs 5 and 8 of Article VIII, NATO SOFA, and paragraph 11 of Article 41, SA, provided that if the Federal Republic has settled the claim as owner of the property it will be subrogated as claimant, subject to paragraph 5(e) of Article VIII.
7. The termination of the availability of the accommodation is governed by Article 48, paragraph 5, SA. Where the U.S. Forces intend to release the property, they will give an advance notice in writing to the Federal Republic as early as feasible, preferably 90 days in advance, but in any case at least 30 days in advance of the planned date of release.
8. On termination of the use of the accommodation by the U.S. Forces, the condition of the accommodation as well as the extent and condition of the inventory will be ascertained and recorded by representatives of the Federal Republic and of the U.S. Forces. As appropriate in each case, the following items will be ascertained separately:
  - a) Improvements and residual value of improvements that were financed by the U.S. Forces from its own funds as well as of supplies and equipment procured by the U.S. Forces from its own funds and which by agreement are to remain on the accommodation;

- b) improvements and residual value of improvements that were financed from funds made available to the U.S. Forces by the Federal Republic or a Land;
  - c) the extent and cause of any damage that, during the period of use by the U.S. Forces, occurred to the accommodation or other property or to both made available to the U.S. Forces by the Federal Republic free of charge.
9. In the case of accommodation used as training areas, airfields, firing ranges, or for similar purposes, and especially when such areas are forested or agricultural land, the parties to this agreement reserve the right to negotiate additional special provisions for these properties on a case-by-case basis as necessary to meet the particular conditions or requirements of the individual case.
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**Figure E-3. German-U.S. Administrative Agreement of 3 July/2 August 1967**

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**Administrative Agreement on Principles to be Applied for the Conclusion of Agreements on Use under Article 48 paragraph (3) of the Supplementary Agreement to the NATO Status of Forces Agreement in Respect of *Land*-owned Accommodations.**

Under Article 48, paragraph (3)(a) and (b), SA to NATO SOFA, Agreements on Use will be concluded in respect of accommodations which will be or have been made available to the U.S. Forces or a Civilian Component according to Article 48 paragraph (1) or (2) SA to NATO SOFA. The following principles are applicable to *Land*-owned accommodations, which will be made available or have been made available free of charge to the U.S. Forces.

1. Under Article 48 SA to NATO SOFA, the Federal Republic of Germany (the Federation) will ensure by appropriate measures between the Federation and the Land concerned that the U.S. Forces will be entitled to use the Land-owned accommodation in accordance with the provisions of the SA to NATO SOFA and Protocol of Signature.
  - a) The rights and obligations devolving upon the U.S. Forces in respect of Land-owned accommodations will be as set out in accordance with the provisions of the NATO SOFA, the SA to NATO SOFA and Protocol of Signature. The obligations of the Federation resulting from the legal relationship with the Land will be fulfilled by the U.S. Forces in accordance with the NATO SOFA, the SA to NATO SOFA and the Protocol of Signature thereto, insofar as the specific obligations are made known by the Federation to and accepted by the U.S. Forces. Pursuant to Article 63 paragraph (4)(b) SA to NATO SOFA, the U.S. Forces are relieved from the liability for any possible claim to compensation that may be due to the Land under German Law (compensation for anticipatory possession/compensation for use), except to the extent that other arrangements have been or will be made. Where the Federation is liable vis-à-vis the Land to bear the costs mentioned in Article 63 paragraph (4)(d) SA to NATO SOFA and is required by the Land to pay these costs, the U.S. Forces will reimburse the Federation for all amounts which the Federation is to pay to the Land in this connection. Duplication of payment to the Land will be prevented by arrangements pursuant to paragraph (9) of the Protocol of Signature to Article 63 SA to NATO SOFA.
  - b) In order to ensure that the arrangements between the Federation and the Land adequately meet the requirements of the U.S. Forces in terms of time and substance, the authorities of the Bundesvermögensverwaltung and the authorities of the U.S. Forces will cooperate closely within the meaning of paragraph (3) of the Protocol of Signature re Article 48 SA to NATO SOFA.
  - c) Prior to the conclusion of arrangements between the Bundesvermögensverwaltung and a Land in respect of accommodation to be placed at the disposal of the U.S. Forces, the U.S. Forces will be given the opportunity to examine and comment upon the proposed arrangements.
2.
  - a) For accommodations which are to be made available to the U.S. Forces under Article 48, paragraph (1), SA to NATO SOFA, a Real Property Consignment Agreement according to the attached form (Annex 1) will be concluded between the U.S. Forces and the Bundesvermögensverwaltung in respect of the accommodation; the Real Property Consignment Agreement will be concluded in the light of the arrangements between the Federation and the Land. The Real Property Consignment Agreement will be concluded at the time the accommodation is handed over to the U.S. Forces. The condition of the accommodation will be established by joint U.S. Forces/German inspection at the time of hand-over and a joint record thereof made by both parties.
  - b) For Land-owned accommodations that have already been made available to the U.S. Forces under Article 48, paragraph (2), SA to NATO SOFA, a Real Property Consignment Agreement (Annex 1) will subsequently be concluded for the accommodation involved. Where the condition of a Land-owned accommodation was jointly established on a previous occasion (such as of 1 July 1963 - in accordance with paragraph (7) of the Protocol of Signature re Article 41, SA to NATO SOFA) that condition will be accepted by the Federation and the U.S. Forces for the purposes of this agreement. In the contrary case, the condition will be jointly established at the time of the conclusion of the agreement.
  - c) The authorities of the Bundesvermögensverwaltung and the authorities of the U.S. Forces will give each other all assistance in the description and recording of the accommodation (including, in particular, identification of property procured, constructed or improved, as the case may be, with Occupation, Mandatory, Support Costs, or national funds of the U.S. Forces). Appropriate experts may be consulted by both sides.
  - d) The provisions of this Administrative Agreement will be deemed to be a part of each Real Property Consignment Agreement, except as otherwise specifically provided therein.

3. If a third party asserts a damage claim against the Land as owner and/or the Federation as possessor of the property and the damage is caused by an act or omission of the user within the scope of Article VIII paragraph (5) NATO SOFA, the claim will be settled in accordance with the provisions of Article VIII paragraphs (5) and (8) NATO SOFA and Article 41 paragraph (11) SA to NATO SOFA, provided that, if the Land and/or the Federation has settled the claim as owner/possessor of the property, it will be subrogated as claimant, subject to Article VIII paragraph (5)(e) NATO SOFA.
4. Any special terms or conditions concerning the rights and obligations of the U.S. Forces vis-à-vis the Federation, deriving either from arrangements between the Federation and the Land specifically accepted by the U.S. Forces, or from arrangements specifically agreed upon by the U.S. Forces and the Federation, and which are not covered by this Administrative Agreement, will be set forth in the Real Property Consignment Agreement (Annex 1) for the particular accommodation. Such special terms or conditions will normally be included in an appendix to the Real Property Consignment Agreement. In the relationship between the Federation and the U.S. Forces, the terms and conditions of the Real Property Consignment Agreement will prevail over any conflicting provisions resulting from the legal relationship between the Federation and the Land.
5. The execution of construction works of the U.S. Forces, including repair and maintenance work, will be governed by the provisions of Article 49 SA to NATO SOFA and agreements relating thereto.
6. Where the U.S. Forces intend to terminate the use relationship, they will give an advance notice in writing to the Federation as early as possible, preferably 90 days in advance, but in any case at least 30 days in advance of the planned date of release. Upon termination of the use relationship, the condition of the accommodation and extent of inventory will be jointly established by representatives of the U.S. Forces and the Federation.
7. The settlement of rights and obligations upon release of a Land-owned accommodation will be as set forth in Annex 2 which, by this reference, is made an integral part of this Agreement.
8. Except as agreed otherwise in the individual Real Property Consignment Agreements or in this Administrative Agreement, the NATO SOFA and the SA to the NATO SOFA with the Protocols of Signature and further implementing arrangements will govern the assignment to and use by the U.S. Forces of Land-owned accommodations.
9. The agreement has been drawn up in the English and German languages, both versions being equally authentic.

Bonn, 30 November 1987

Heidelberg, 30 October 1987

*FÜR DAS BUNDESMINISTERIUM  
DER FINANZEN*

FOR THE COMMANDER IN CHIEF,  
UNITED STATES ARMY, EUROPE

/s/  
DR. FISCHER  
MINISTERIALDIRIGENT

/s/  
R. S. KEM  
MAJOR GENERAL, GS  
DEPUTY CHIEF OF STAFF, ENGINEER

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**Verwaltungsabkommen über Grundsätze, nach denen beim Abschluß von Überlassungsvereinbarungen für landeseigene Liegenschaften gemäß Artikel 48 Abs. (3) des Zusatzabkommens zum NATO-Truppenstatut (ZANTS) verfahren wird.**

Gemäß Artikel 48, Abs. (3)(a) und (b) ZA NTS sind für Liegenschaften, die einer Truppe oder einem zivilen Gefolge nach Maßgabe von Artikel 48 Abs. (1) oder (2) ZA NTS überlassen werden oder überlassen worden sind, Überlassungsvereinbarungen abzuschließen. Die folgenden Grundsätze gelten für die den U.S.-Streitkräften unentgeltlich zu überlassenden oder überlassenen landeseigenen Liegenschaften.

1. Gemäß Artikel 48 ZA NTS stellt die Bundesrepublik Deutschland (Bund) durch geeignete Maßnahmen zwischen dem Bund und dem betreffenden Land die den U.S.-Streitkräften nach Maßgabe des ZA NTS und des Unterzeichnungsprotokolls (UP) zustehenden Benutzungsrechte an der landeseigenen Liegenschaft sicher.
  - a) Die für die U.S.-Streitkräfte bestehenden Rechte und Pflichten in Bezug auf landeseigene Liegenschaften entsprechen den gemäß dem NTS, dem ZA NTS und den UP festgelegten Rechten und Pflichten. Die aus dem jeweiligen Rechtsverhältnis mit dem Land für den Bund bestehenden Pflichten werden von den U.S.-Streitkräften nach Maßgabe des NTS, des ZA NTS und des UP erfüllt, soweit die einzelnen Pflichten vom Bund kenntlich gemacht und von den U.S.-Streitkräften anerkannt worden sind. Die U.S.-Streitkräfte sind nach Artikel 63 Abs. (4)(b) ZA NTS von der Zahlung eines Entgelts (Besitzeinweisungsentschädigung/Nutzungsentschädigung), das dem Land aufgrund des deutschen Rechts ggf. zusteht, befreit, soweit nicht etwas anderes vereinbart ist oder wird.

Soweit der Bund dem Land gegenüber zur Tragung der in Artikel 63 Abs. (4)(d) ZA NTS erwähnten Kosten verpflichtet ist und vom Land in Anspruch genommen wird, erstatten die U.S.-Streitkräfte dem Bund alle Beträge, die dieser an das Land in diesem Zusammenhang zu zahlen hat. Doppelte Zahlungen an das Land werden durch Absprachen gemäß Abs. (9) UP zu Art. 63 ZA NTS vermieden.
  - b) Um sicherzustellen, daß die Regelungen zwischen dem Bund und dem Land den Bedarf der U.S.-Streitkräfte zeitlich und sachlich in angemessener Weise decken, arbeiten die Behörden der Bundesvermögensverwaltung und die Dienststellen der U.S.-Streitkräfte im Sinne des Abs. (3) UP zu Art. 48 ZA NTS eng zusammen.
  - c) Vor Abschluß von Vereinbarungen zwischen der Bundesvermögensverwaltung und einem Land über den U.S.-Streitkräften zu überlassende Liegenschaften wird den U.S.-Streitkräften Gelegenheit gegeben, die vorgesehenen Regelungen zu prüfen und dazu Stellung zu nehmen.
2.
  - a) Für Liegenschaften, die den U.S.-Streitkräften gemäß Artikel 48 Abs. (1) ZA NTS überlassen werden sollen, wird eine Überlassungsvereinbarung nach dem beigefügten Muster (Anlage 1) zwischen den U.S.-Streitkräften und der Bundesvermögensverwaltung abgeschlossen; die Überlassungsvereinbarung wird unter Berücksichtigung der zwischen dem Bund und dem Land getroffenen Regelungen geschlossen.

Die Überlassungsvereinbarung wird zum Zeitpunkt der Übergabe der Liegenschaft an die U.S.-Streitkräfte abgeschlossen. Der Zustand der Liegenschaft wird durch eine gemeinsame Figure E-4. Besichtigung zum Zeitpunkt der Übergabe festgestellt und eine gemeinsame Niederschrift beider Parteien darüber angefertigt.

- b) Für bereits gemäß Artikel 48 Abs. (2) ZA NTS den U.S.-Streitkräften überlassene landeseigene Liegenschaften wird der Abschluß einer Überlassungsvereinbarung (Anlage 1) für die betreffende Liegenschaft nachgeholt. Ist der Zustand einer landeseigenen Liegenschaft bereits früher (z.B. zum 1. Juli 1963 -gemäß Abs.(7) UP zu Art. 41 ZA NTS) gemeinsam festgestellt worden, so wird dieser Zustand vom Bund und von den U.S.-Streitkräften für die Zwecke dieser Vereinbarung anerkannt. Andernfalls erfolgt die gemeinsame Zustandsfeststellung zum Zeitpunkt des Abschlusses der Überlassungsvereinbarung.
    - c) Die Behörden der Bundesvermögensverwaltung und die Dienststellen der U.S.-Streitkräfte gewähren sich bei der Beschreibung und Erfassung der Liegenschaft (einschließlich der Ermittlung der mit Besatzungskosten-, Auftragsausgaben-, Stationierungskosten- und Heimatmitteln der U.S.-Streitkräfte beschafften oder errichteten Vermögenswerte bzw. finanzierten Investitionen) gegenseitig jede Unterstützung. Geeignete Sachverständige können von beiden Seiten hinzugezogen werden.
    - d) Die Bestimmungen dieses Verwaltungsabkommens sind Bestandteil jeder Überlassungsvereinbarung, soweit nicht ausdrücklich etwas anderes darin bestimmt ist.

3. Macht ein Dritter einen Schadensersatzanspruch gegen das Land als Eigentümer und/oder den Bund als Besitzer der Liegenschaft geltend, und ist der Schaden durch eine unter Abs. (5) des Artikels VIII des NATO-Truppenstatuts fallende Handlung oder Unterlassung des Benutzers verursacht worden, so wird der Anspruch nach den Vorschriften der Abs. (5) und (8) des Artikels VIII des NATO-Truppenstatuts und des Abs. (11) des Artikels 41 ZA NTS mit der Maßgabe geregelt, daß das Land und/oder der Bund, wenn es/er als Eigentümer/Besitzer der Liegenschaft den Anspruch befriedigt hat, unbeschadet Abs. (5)(e) des Artikels VIII NTS in die Rechte des Anspruchstellers eintritt.
4. Besondere Bestimmungen hinsichtlich der Rechte und Pflichten der U.S.-Streitkräfte gegenüber dem Bund, die sich entweder aus den zwischen dem Bund und dem Land getroffenen Regelungen, die die U.S.-Streitkräfte im einzelnen anerkannt haben, ergeben und/oder von den U.S.-Streitkräften und dem Bund besonders vereinbart worden sind und die nicht in dieser Verwaltungsvereinbarung enthalten sind, werden in der Überlassungsvereinbarung (Anlage 1) für die betreffende Liegenschaft festgelegt. Diese besonderen Bestimmungen sind in der Regel in einem Anhang zur Überlassungsvereinbarung enthalten. Sofern Bestimmungen der Überlassungsvereinbarung mit dem zwischen dem Bund und dem Land bestehenden Rechtsverhältnis nicht übereinstimmen, gilt im Verhältnis zwischen dem Bund und den U.S.-Streitkräften die Überlassungsvereinbarung.
5. Die Durchführung von Baumaßnahmen der U.S.-Streitkräfte, einschließlich Instandsetzung und Instandhaltung, richtet sich nach Artikel 49 ZA NTS und den dazu geschlossenen Vereinbarungen.
6. Eine in Aussicht genommene Beendigung des Überlassungsverhältnisses teilen die U.S.-Streitkräfte dem Bund möglichst frühzeitig im voraus, tunlichst 90 Tage, mindestens aber 30 Tage vor der beabsichtigten Freigabe, schriftlich mit. Bei Beendigung des Überlassungsverhältnisses wird der Zustand der Liegenschaft und der Umfang des Zubehörs von Vertretern der U.S.-Streitkräfte und des Bundes gemeinsam festgestellt.
7. Die Regelung von Rechten und Pflichten bei der Freigabe einer landeseigenen Liegenschaft ist in Anlage 2 festgelegt, die hiermit Bestandteil dieser Vereinbarung wird.
8. Soweit, in den einzelnen Überlassungsvereinbarungen oder in diesem Verwaltungsabkommen nichts anderes vereinbart ist, gelten das NATO-Truppenstatut und das Zusatzabkommen zum NATO-Truppenstatut mit den Unterzeichnungsprotokollen und weitere ergänzende Regelungen für die Überlassung landeseigener Liegenschaften zur Benutzung durch die U.S.-Streitkräfte.
9. Dieses Abkommen ist in englischer und deutscher Sprache gefaßt. Beide Fassungen sind gleichermaßen verbindlich.

Bonn, 30 November 1987

Heidelberg, 30 October 1987

FÜR DAS BUNDESMINISTERIUM  
DER FINANZEN:

*FOR THE COMMANDER IN CHIEF  
UNITED STATES ARMY, EUROPE*

/s/  
DR. FISCHER  
MINISTERIALDIRIGENT

/s/  
R. S. KEM  
MAJOR GENERAL, GS  
DEPUTY CHIEF OF STAFF, ENGINEER

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**Figure E-4. German-U.S. Administrative Agreement of 30 October 1987**

## **APPENDIX F**

### **LEASING RESTRICTIONS AND LIMITS**

#### **F-1. GENERAL**

The United States Code, Title 10, sections 2675 and 2828; AR 405-10; AR 415-15; AR 210-50 and USAREUR Supplement 1; USAREUR Regulation 405-5; and this publication restrict and limit the leasing of real estate. Real estate contracting officers (RECOs) will not exceed these statutory and regulatory restrictions and limits.

#### **F-2. LEASE TERMS**

Non-family housing leases and lease renewals will not be for firm terms of more than 5 years. Family housing leases and lease renewals will not be for firm terms of more than 10 years. Firm-term leases will include a military-escape clause or an early termination clause unless the CG, USAREUR/7A (AEAEN-RE), has granted a waiver.

#### **F-3. RENTS**

a. Non-family housing leases with firm terms exceeding 1 year and annual rental costs of between \$50,000 and \$250,000 require CG, USAREUR/7A (AEAEN-RE), approval. Non-family housing leases with annual rental costs exceeding \$250,000 require HQDA approval.

b. Family housing leases with annual rental costs of between \$250,000 and \$500,000 require CG, USAREUR/7A (AEAEN-RE), approval. Family housing leases with annual rental costs exceeding \$500,000 require congressional approval.

c. For leases requiring higher-headquarters approval, base support battalion commanders will submit requests through their area support group to the CG, USAREUR/7A (AEAEN-RE). Requests will be accompanied by an economic analysis.

(1) For new leases, the request must reach the CG, USAREUR/7A (AEAEN-RE), within 6 weeks after receiving notice from the real estate field office (REFO) that higher-headquarter approval is required.

(2) For lease renewals, if the renewal requires--

(a) CG, USAREUR/7A (AEAEN-RE), approval, the request must be submitted 6 months before the date when a termination notice would need to be issued if the lease were not renewed.

(b) HQDA approval, the request must reach the CG, USAREUR/7A (AEAEN-RE), at least 8 months before the date when a termination notice would need to be issued if the lease were not renewed.

(c) Congressional approval, requests must reach the CG, USAREUR/7A (AEAEN-RE), at least 12 months before the date when a termination notice would need to be issued if the lease were not renewed.

d. Leases with rents exceeding the appraised fair-market value by more than 15 percent must be approved by the CG, USAREUR/7A (AEAEN-RE). The REFO will request approval as outlined in appendix I.

#### **F-4. ALTERATIONS TO LEASED PROPERTIES**

a. Alterations to family housing leases are subject to the limits of USAREUR Supplement 1 to AR 210-50.

b. Alterations, additions, and improvements to non-family housing leases undertaken with U.S. funds during the tenure of the lease are subject to the provisions of AR 415-15. Initial alterations to non-family housing leases that exceed the USAREUR delegated project approval authority as prescribed by AR 415-15 are prohibited. Initial alterations below this amount but exceeding 100 percent of the first year's rent require CG, USAREUR/7A (AEAEN-RE), approval.

c. CG, USAREUR/7A (AEAEN-CP), approval is required for--

(1) Individual alterations to non-family housing leases with costs exceeding half the annual rent or \$25,000, whichever is lower.

(2) Alterations to non-family housing leased facilities for which the cost would cause cumulative improvement costs (including initial alterations) to exceed the USAREUR delegated project approval authority or 1 year's rent, whichever is lower.

d. Provisions will be made for the ultimate disposition of, or credit to the U.S. Government for, improvements on lease termination.

#### **F-5. USAFE LEASING PROCEDURES**

Leasing restrictions and limits are governed by--

- a. Air Force Instruction 32-9001 and USAFE Supplement 1.
- b. CG, USAFE, policy.

## **APPENDIX G**

### **REAL ESTATE RENTAL ADJUSTMENTS**

#### **G-1. PROPERTIES UNDER REAL PROPERTY OBLIGATION DOCUMENTS**

This paragraph applies to real estate held under lease arrangements according to the U.S.-German Technical Arrangements of 11 March 1957 (app B). Under these arrangements, the property owner may request a rent increase when the fixed-rent period expires, on renewal of the lease contract, or when authorized by German law.

a. In processing rent increases in USAREUR, the real estate contracting officer (RECO) will--

- (1) Review the proposed increase to determine its validity under the lease terms and German law.
- (2) Verify that the increase is fair and reasonable.

b. If a rent increase is determined to be warranted, the real estate field office (REFO) will coordinate the proposed increase with the user through the base support battalion (BSB) to verify that--

- (1) The user has a continued need for the property and wants to keep the property at the increased rate.
- (2) Funds are available to pay the increased rate.

c. Rental adjustments are subject to the leasing restrictions and limits in appendix F. In addition, CG, USAREUR/7A (AEAEN-RE), approval is required before increasing base rents if the percentage of increase would exceed the percentage of increase in the official cost-of-living index since the time the current rent was established.

d. The RECO will formalize approved rent increases as a U.S. obligation by amending the real property obligation document (RPOD). The amendment will cite the new rent and specify the effective date of the increase and, if applicable, the period for which the new rent will apply.

(1) When possible, the increased rental rate should be established to be effective at the beginning of the new U.S. fiscal year.

(2) The U.S. Forces will consider settling rent increases for back periods only in justified cases (for example, if there was an administrative delay in processing a bona fide request for increase). Settlement is subject to written certification by competent German authorities that the owner is entitled to payment according to German law. The amendment will include the following statement:

The lessor is entitled to this increase according to German law. The increase is effected by mutual agreement between the U.S. Forces and the German authorities pursuant to paragraph 34 of the U.S.-German Technical Arrangements of 11 March 1957.

e. Requests for increases involving USAFE-controlled real estate will be forwarded to HQ USAFE/CEPR, Unit 3050, Box 10, APO AE 09094-5010, for approval and processing.

#### **G-2. FINAL RELEASE PROGRAM PROPERTIES (U.S.-GERMAN TECHNICAL ARRANGEMENTS OF 23 FEBRUARY 1962)**

Rental payment is no longer being made for properties held under the provisions of the U.S.-German Technical Arrangements of 23 February 1962 (app C). Therefore, rental adjustments for these properties will not be made.

#### **G-3. REAL PROPERTY PROCUREMENT ORDER (AE FORM 6 GRE) PROPERTIES**

a. Rent adjustments under this paragraph are in one of the following categories:

(1) Increases requested by property owners during the U.S. tenure for real estate held under AE Form 6 GRE (Real Property Procurement Order).

(2) Adjustment of compensation when the real estate held under AE Form 6 GRE is converted to a contractual basis under an RPOD.

b. In both a(1) and (2) above, the requirements and limits pertaining to leased real estate as described in paragraph G-1 apply.

(1) Rental adjustments should not exceed prevailing rental rates for similar property in the area.

(2) The REFO will include the rental appraisal or the negotiator's report, as appropriate, in the real estate file.

(3) Justified adjustments normally will be payable retroactive only to the date of the initial written appeal to the *Oberfinanzdirektion* (Superior Finance Administration), *Bundesvermögensamt* (German Federal Assets Office), or U.S. agency. If the German authorities object to this procedure because it conflicts with German legal provisions, guidance should be obtained from the CG, USAREUR/7A (AEAEN-RE), or the CG, USAFE (CEPR), as appropriate.

c. For adjustments according to a(2) above involving USAREUR holdings, the REFO will ensure that any retroactive payment for increased rent does not involve compensating for the preliminary transfer of possession (*vorzeitige Besitzeinweisungsentschädigung*) under the *Landbeschaffungsgesetz* (German Land Procurement Law). Payment of compensation for the preliminary transfer of possession is considered a German Federal responsibility and is not authorized as a U.S. payment liability. This prohibition also applies to USAFE-controlled property.

#### **G-4. RENT SETTLEMENT ARISING FROM U.S. OCCUPANCY OF PROPERTY BEFORE ITS DOCUMENTATION UNDER AN RPOD**

##### **a. USAREUR Accommodations.**

(1) According to AR 405-15, a lease may be negotiated based on the date that the U.S. Forces actually occupy the real estate, thus avoiding the need to process claims for U.S. use preceding the date that the lease agreement was signed. This authorization is also interpreted as applying to the execution of RPODs under the U.S.-German Technical Arrangements of 11 March 1957. The RECO will follow this procedure only after the CG, USAREUR/7A (AEAEN-RE), has approved the requirement for leasing the property. The RECO will ask the BSB commander or U.S. user to--

(a) Provide the facts and circumstances concerning the early occupancy of the property.

(b) Verify that the rental payment for the requested period is warranted.

(2) The procedure in (1)(a) and (b) above does not authorize the backdating of RPODs. Back periods should be formalized in the RPOD by recognizing the date of initial U.S. Forces occupancy and citing the specified amount of compensation (expressed as a lump sum) due from the United States for the back period.

**b. USAFE Accommodations.** USAFE base commanders will not negotiate with German representatives on USAFE real property holdings, unless specifically authorized by the CG, USAFE (CEPR).

## **APPENDIX H RECOUPING RESIDUAL VALUE**

### **H-1. PURPOSE**

This appendix--

a. Provides guidance for establishing, recording, and negotiating compensation for the residual value of U.S. improvements left in real estate owned by the German Federal Government or a German State.

b. Implements procedures for recouping residual value in Germany according to USAREUR Regulation 405-10/USAFE Regulation 87-1.

### **H-2. GENERAL**

a. Article 52 of the Supplementary Agreement (SA) to the NATO Status of Forces Agreement (SOFA) states that the U.S. Forces are entitled to claim reimbursement from Germany for the residual value of improvements financed by U.S. dollar funds that are left in place when real estate is released.

b. According to the Protocol of Signature, NATO SOFA SA, Re Article 52, negotiations are required to establish the residual value of released improvements, equipment, and supplies based on their military or economic use, or on the net proceeds (if any) from their sale. These provisions apply to any accommodations (real property) owned by the German Federal Government or a German State and released by the U.S. Forces after 1 July 1963 (the date that the NATO SOFA SA became effective).

c. All U.S.-financed improvements (dollar or DM OMS funded) will be considered. This includes improvements made before and after the effective date of the NATO SOFA SA. Dollar-funded improvements include both appropriated and nonappropriated fund investments.

d. Residual-value credit due to the United States may be reduced by German counterclaims for damages. Under the NATO SOFA SA, Article 52, paragraph 4, the U.S. Forces may offset these damage claims against the residual value of deutsche mark (DM) occupation and mandatory expenditure or support (OMS) improvements. (The U.S. Forces may not claim actual reimbursement for DM OMS residual values.)

e. Good judgment must be used to distinguish between damage and fair wear and tear. While the U.S. Forces have no obligation to pay for noncompensable damages, Germany may apply these damages as an offset to the value of DM OMS-funded improvements and any U.S. residual-value compensation for dollar-funded improvements.

f. The U.S. Forces are obliged to maintain property in a proper state of preservation (NATO SOFA SA, Art 48, para 4), but cannot be expected to restore property originally received in damaged or rundown condition. The U.S. Forces will not accept liability for restoring war-damaged buildings or facilities (including installed equipment) that have outlived their useful life and are not economically repairable.

g. When negotiating residual value against U.S. damage liabilities, the accepted practice is to consider the particular installation or portions of the installation being released as an economic unit. The claim for residual value and the damage assessment will cover only the released portion.

### **H-3. DAMAGES**

Appendix E provides information on damage assessment and liability.

### **H-4. PROCEDURES IN USAREUR**

**a. Establishing the Cost of U.S.-Funded Improvements.** The initial documentation of the cost of U.S.-funded improvements is an important step in establishing the basis for U.S. residual-value negotiations with Germany.

(1) Directors of public works (DPWs) will prepare cost estimates of U.S.-funded improvements as explained in (2)(a) through (c) below. DPWs may use a format similar to that in figure H-1 to estimate costs, or may use software-generated estimates. Two copies of the cost calculation should accompany the AE Form 405-8A-R (Disposal of Real Estate) submitted to the Commander, USAREUR/7A, ATTN: AEAEN-RE, Unit 29351, APO AE 09014, according to the basic publication, paragraph 21.

(2) An engineer must decide the best method of estimating cost. Use of the depreciated-replacement-cost method is recommended when possible. This method involves--

- (a) Calculating the cost of constructing the improvement at the time of release.
- (b) Adjusting the construction cost according to damages to the improvement.
- (c) Depreciating for use and obsolescence.

1. Depreciation factors may be estimated or taken from locally available indexes covering lifetime and depreciation factors for building construction and equipment.

2. Estimates depend on the best judgment of the engineer making the computation. Flexibility may be used when weighing factors.

(3) At the time that real estate is released, the base support battalion (BSB) commander will arrange for an engineer to assist the real estate field office (REFO) during the final inventory and condition survey of the real estate. (The engineer who established the original cost of improvements should help if possible.) The inventory and condition survey--

- (a) Establishes the condition of the premises at the time of release.
- (b) Verifies U.S. improvements.

(c) Provides a description of deficiencies and environmental conditions. This description may be needed for investigating claims for restoration that the German authorities may make against the U.S. Forces.

(4) As soon as possible after the inventory and condition survey is completed, the REFO will provide the BSB DPW a partially completed AE Form 405-8B-R (Receipt for U.S. (Dollar and Euro) Improvements in Real Estate Released to Germany (Public Property)).

(a) The BSB DPW will complete section I, part 2, blocks 1a, b, and c; and 2a, b, and c. If the AE Form 405-8B-R is generated electronically, the BSB DPW will prepare it and complete the entire form.

(b) The DPW will complete and sign part 3, block 1. After completing the AE Form 405-8B-R, the DPW will send six copies to the real estate contracting officer.

#### **b. Negotiations.**

(1) The REFO will send completed copies of AE Form 405-8B-R to the local German authorities (*Oberfinanzdirektion* (Superior Finance Administration), *Bundesvermögensamt* (German Federal Assets Office), or *Wehrbereichsverwaltung* (German military district administration)) with a formal request for compensation for the residual value of U.S. dollar-funded improvements. The REFO will negotiate with the German authorities to determine the residual-value compensation against German damage claims, if applicable.

(a) BSB commanders will provide technical engineer assistance (for example, engineering and environmental estimates, analyses) to the REFO on improvements and damages to help with negotiations.

(b) When negotiations are complete, the REFO will send a complete report of the agreement on residual value and damage claims to the CG, USAREUR/7A (AEAEN-RE-RV), for approval. After approval, the REFO will document the agreement with the German authorities through correspondence or by using German Forms A, B, and C.

(c) If an agreement on residual value and damage claims cannot be reached, the REFO will provide a detailed report to the CG, USAREUR/7A (AEAEN-RE-RV), outlining the areas of agreement and disagreement.

(2) The Director, Real Estate, Office of the Deputy Chief of Staff, Engineer (ODCSENGR), HQ USAREUR/7A, will--

- (a) Negotiate final residual-value settlements.

(b) Resolve all unsettled claims and include these settlements with other settlements for installation returns in the same fiscal year.

(c) When appropriate, provide residual-value settlements for review by the U.S. Office of Management and Budget, obtain final approval from USEUCOM and DOD, and finalize settlements on residual-value compensation and damage claims with the German authorities.

#### H-5. PROCEDURES IN USAFE

a. The Director, Real Estate, ODCSENGR, HQ USAREUR/7A, is the USEUCOM-designated executive agent for residual-value negotiations. For USAFE installations, the Commanding General (CG), USAFE (CEPR), will apply the procedures in paragraph H-4 *mutatis mutandis* to establish residual values and process receipts for U.S. investments.

b. Local residual-value negotiations will be conducted under the direction of the CG, USAFE (CEPR), in coordination with the executive agent.

c. USAREUR will give the CG, USAFE, the opportunity to participate in negotiations, discussions, and meetings with the German authorities on issues affecting USAFE programs according to USEUCOM Directive 62-3.

ESTIMATE OF U.S.-FUNDED IMPROVEMENTS					
Date:		Installation:		Building number:	
Description of improvement:					
Fund source:			Construction year:		
Cost calculation					
A	Age on release date		H	Depreciation ( $100 \times A \div G$ )	
B	Dollar-funded construction cost in Euro (note)		I	Decrease or increase of condition (as determined by the on-site inspection)	
	Conversion rate				
C	Euro-funded construction cost		J	Investment percent ( $100 - (H+I)$ )	
D	Cost index on release date		K	Euro investment ( $F \times J \div 100$ )	
E	Cost index in construction year		L	Removal cost	
F	Present-day construction cost ( $C \times D \div E$ )		M	Restoration cost	
G	Life expectancy of improvement		N	Salvage value	
On-site inspection remarks:					
Prepared by:			Reviewed by:		
<b>NOTE:</b> Convert original U.S. construction cost from dollars to Euro using the conversion rate at time of U.S. release. Show conversion rate and make all subsequent entries in Euro.					

**Figure H-1. Format for Estimating U.S.-Funded Improvements**

## **APPENDIX I**

### **REAL ESTATE RENTAL APPRAISALS**

#### **I-1. USAREUR REAL ESTATE RENTAL APPRAISALS**

Real estate rental appraisals are used to estimate the fair-market value of the real estate proposed for acquisition. Real estate transactions involving U.S. obligations should be justified by an appraisal verifying that the rent is fair and reasonable for the acquired interests. In USAREUR, the following policy and requirements apply for rent appraisals within the scope of this publication.

a. When the rent requested is less than \$50,000 per year, the rent appraisal may be a statement of rental justification (fig I-1) completed and signed by the real estate contracting officer (RECO) or the negotiator. This statement will--

(1) Confirm that the negotiated rent is fair, reasonable, and comparable with prevailing rates for similar property in the vicinity of the property to be acquired.

(2) Be based on a review of rental data or a recommendation or finding provided by the German authorities.

(3) Include a description of the property and rent data on comparable rentals in the area.

b. When the rent requested is \$50,000 or more per year, the real estate field office (REFO) will request a detailed appraisal from the CG, USAREUR/7A (AEAEN-RE-MA). The appraiser will determine the type of approach (market income, cost, or a combination of both) to be used to make the appraisal.

c. The CG, USAREUR/7A (AEAEN-RE-MA), may waive the requirement for a detailed appraisal. Lease arrangements of overriding precedence will not be delayed for completing a detailed appraisal.

(1) For build-to-lease projects, if a conventional rent appraisal is not possible, the proposed rent will be compared with that for existing, build-to-lease arrangements or those being negotiated by other lessors for accommodations at a similar location and of a similar type and quality. If this is not possible, the analysis should be made by estimating the present-day, fair-market rental value and the future value. Projections of the future value will be expressed in terms of the fair-market rental value that might be expected based on several factors (for example, potential increases in construction costs and other price indexes).

(2) Acquisitions may need to be expedited to meet a deadline for some program needs. The use of a "short form" rent appraisal may be authorized when needed to permit the timely acquisition of an accommodation. This appraisal may be used when the annual rent is under \$250,000 and enough data is available to compare the proposed rent with existing rents in the market area. The appraiser's findings will be stated clearly and the appraiser's opinion of market rents defined according to standard real estate principles. The Chief, Management and Appraisal Division, Office of the Deputy Chief of Staff, Engineer, HQ USAREUR/7A, will decide whether or not the use of the short form is justified.

(3) When an acquisition for family housing or other facilities is so urgently needed that not enough time is available for either a conventional or short form rent appraisal, the REFO will request an appraisal waiver from the CG, USAREUR/7A (AEAEN-RE-MA), and provide justification for the request. If a waiver is granted, the RECO or negotiator must prepare a statement of rental justification.

#### **I-2. PRIVACY**

Appraisal reports are private. The appraiser's findings and opinions will not be given to anyone other than authorized officials. The negotiator may provide, if requested, the appraiser's final estimate of value to the owner or lessor. Appraisal reports will be made a permanent part of the real estate file maintained by the REFO.

#### **I-3. USAFE REAL ESTATE RENTAL APPRAISALS**

USAFE Supplement 1 to Air Force Instruction 32-9001 provides requirements for rental appraisals in USAFE.

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## STATEMENT OF RENTAL JUSTIFICATION

1. Name and address of property: Provide an accurate property description, legal plot or lot numbers, street number, town, postal codes, and other obvious features. If the property is out of town, provide the nearest town, directions, and approximate distance from it.
  2. Type of property: (for example, single family, duplex, apartment building, office space, warehouse space, parking area).
  3. Size: For family housing or unaccompanied personnel housing, state the number of apartments and the net unit size (living space) in square meters according to an acceptable standard. For office, warehouse, and other space, state the total, usable floor space in square meters. Warehouse space may need to be specified in cubic meters based on the usable floor space and clear height.
  4. Requested rent: For family housing, state the basic (cold) rent and parking separately. State other charges separately, if applicable (for example, janitorial service, maintenance and repair).
  5. Rent recommended by the Bundesvermögensamt (German Federal Assets Office): Self-explanatory.
  6. Other guidelines: Consider data from latest applicable publications, local real estate trade groups showing the fair market rental or fee value, other non-U.S.-leased comparable holdings, and (if available) advice from German city, county, or Federal agencies and housing offices.
  7. Negotiated rent: Consider, weigh, and make adjustments for special requirements of the U.S. Government under the proposed lease that may be nonstandard in the rental market. For example, the U.S. Government may desire the lessor to provide kitchen cabinets, light fixtures, glass-breakage insurance, or other amenities.
  8. Brief analysis of rent: Make and objective comparison (for example, comparisons of age-to-age, location-to-location, design-to-design, extras-to-extras, noise-to-noise, and size-to-size; number of baths; period the rent will be firm; and results of the investigation).
  9. Conclusion: Include the following (or similar) statement:

It is my conclusion that the negotiated rent of DM \_\_\_\_\_ (as shown in paragraph 7 above) per square meter per month for the \_\_\_\_\_ square meters of living space is estimated to fair and reasonable for the above cited property to be leased and is considered to be within the range of prevailing rental rates for similar types of properties in this market as of ( \_ date \_).
  10. Name and signature of the real estate contracting officer or negotiator: \_\_\_\_\_
- 

**Figure I-1. Format for Statement of Rental Justification**

## GLOSSARY

### Section I

#### ABBREVIATIONS

AFI	Air Force instruction
APR	accommodation program request
AR	Army regulation
ASG	area support group
BSB	base support battalion
BTL	build to lease
CG, USAFE	Commanding General, United States Air Forces in Europe
CG, USAREUR/7A	Commanding General, United States Army, Europe, and Seventh Army
DA	Department of the Army
DM	deutsche mark
DOD	Department of Defense
DPW	director of public works
FAO	German Federal Assets Office ( <i>Bundesvermögensamt</i> )
FMOD	German Federal Ministry of Defense
FMOF	German Federal Ministry of Finance
HQDA	Headquarters, Department of the Army
HQ USAFE	Headquarters, United States Air Forces in Europe
HQ USAREUR/7A	Headquarters, United States Army, Europe, and Seventh Army
MDEP	management decision package
NATO	North Atlantic Treaty Organization
no.	number
ODCSENGR	Office of the Deputy Chief of Staff, Engineer, HQ USAREUR/7A
OMS	occupation and mandatory expenditure or support
RECO	real estate contracting officer
REFO	real estate field office
RM	reichsmark
RPOD	real property obligation document
SA	Supplementary Agreement to the NATO Status of Forces Agreement
SFA	German Superior Finance Administration ( <i>Oberfinanzdirektion</i> )
SOFA	Status of Forces Agreement
TRO	German Tax Revenue Office ( <i>Finanzamt - Verteidigungslasten</i> )
U.S.	United States
USAFE	United States Air Forces in Europe
USAREUR	United States Army, Europe
USEUCOM	United States European Command
USFLO	United States Forces liaison officer
UTM	<i>Universale Transversale Mercatorprojektion</i>

### Section II

#### TERMS

##### **accommodation consignment agreement**

A document prepared by a competent German authority and executed with a U.S. real estate contracting officer. The agreement gives the U.S. Forces the right to use German Federal property or deutsche-mark-constructed property made available to the U.S. Forces rent-free (or rent-payable by exception).

##### **accommodation requirement**

A valid military need for real estate because of a U.S. Forces-assigned task or mission.

##### **AE Form 6 GRE (Real Property Procurement Order)**

A document by which the U.S. Forces acquired an interest in real estate before documenting the interest under a real property obligation document or accommodation consignment agreement. This document was also used for real estate owned by German states (*Länder*).

**compensable damage (to German-owned property)**

Damages caused willfully, by gross negligence, or by the failure of the U.S. Forces to properly repair and maintain the property.

**damage**

The loss of or impairment to real property used by the U.S. Forces and caused by an act or omission of the U.S. Forces or by other occurrence for which the U.S. Forces are responsible. Damages do not apply to deficiencies in improvements made by the U.S. Forces. Such deficiencies merely reduce the residual value the U.S. Forces may claim for the improvements.

**easement**

A nonpossessory right or privilege to use the land of another for certain purposes (for example, the installation of utility lines, access).

**gross negligence**

A gross lack of care that constitutes a conscious indifference to, and wanton disregard of, the care of a property (for example, when windows are knowingly left open in a vacant, German-owned property during inclement weather, allowing rain or snow to enter and severely damage the wooden flooring or other interior parts).

***mutatis mutandis***

With the respective differences having been considered.

**noncompensable damage (to German-owned property)**

Damages waived by Germany under the Supplementary Agreement to the NATO Status of Forces Agreement, Article 41, paragraph 3(a); and the Protocol of Signature, Re Article 41, paragraph 5. These damages include all damages other than those caused through willful acts or gross negligence, or by the failure of the U.S. Forces to properly repair and maintain the property. Examples of noncompensable damages are missing sanitary fixtures, broken roof tiles, breaks in pavements or hardstands, missing keys, and cracked wall mirrors and shelving.

**real estate**

Land and interests in land, buildings, structures, utility systems, and other improvements ordinarily considered real property. Real estate also includes limited interests such as rights of way, easements, and training rights in land or other accommodations.

**real estate contracting officer**

A uniformed officer, civil service employee, or local national employee of the U.S. Government who performs real estate functions in a specific area. In USAREUR, the authority of real estate officers to enter into and administer real estate contracts and related transactions will be the contracting authority issued by the CG, USAREUR/7A (AEAEN-RE) (USAREUR Reg 405-5). In USAFE, real estate contracting officers will be designated as directed by the Commanding General, USAFE.

**real property consignment agreement**

A document prepared by the competent German authority and executed with the U.S. real estate contracting officer. The agreement gives the U.S. Forces rights for using German State-owned property made available to the U.S. Forces on a rent-free basis (rent payable only by exception).

**real property obligation document**

A document executed between the competent German authority and the designated U.S. real estate contracting officer. The document assigns to the U.S. Forces an interest in real property acquired through lease-type arrangements by Germany on behalf of the U.S. Forces. This document is issued both for private or community-owned property and certain German-owned property made available for U.S. use on a rent-payable basis.

**requisition damage**

Damage resulting from the requisition (confiscation) of private property.

**residual value**

The in-place monetary value agreed on with German authorities for improvements to real estate, fixed equipment, or supplies left in real estate by the U.S. Forces. These improvements include--

a. New construction. In the case of dollar-funded (appropriated and nonappropriated) and deutsche mark (DM) occupation and mandatory expenditure or support (OMS)-funded projects, improvements may include new facilities and additions made by the U.S. Forces to existing buildings.

b. Additions in the form of fixed-in-place equipment and appurtenances.

c. Replacements involving items of considerably better quality or value (for example, replacing wood and tarpaper roofing with terracotta, slate, or corrugated-metal roofing).

d. Rehabilitation or modernization of existing buildings and structures that results in appreciable enhancement in value (for example, the replacement of ordinary glass windows with thermopane glass).

e. Landscaping (for example, new construction of sidewalks and lighting systems, construction of golf-course greens and fairways).

**willful damage**

Damage caused through acts (vandalism) deliberately intended to cause damage (for example, breaking windows, mutilating floors or walls, maliciously defacing property). Willful damage does not include damages that, although deliberate, were made for a useful purpose (for example, cutting holes in a wall to pass pipes or conduits; removing sanitary fixtures to convert a building to another purpose).